

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အတွင်းရင်းနှီးမြှုပ်နှံမှုပြုလုပ်ရန်
ရင်းနှီးမြှုပ်နှံသူ၏အတည်ပြုလျှောက်ထားလွှာ

သို့.

ဥက္ကဋ္ဌ

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

စာအမှတ် ၊ GSF/MIC/04

ရက်စွဲ ၊ ၂၀၁၇ ခုနှစ်၊ မေလ (၂၅) ရက်

ကျွန်တော်/ကျွန်မသည် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေပုဒ်မ၃၇နှင့်အညီ အောက်ဖော်ပြပါ
အချက်များအား ဖြည့်စွက်၍ အတည်ပြုလျှောက်ထားလွှာကို တင်ပြလျှောက်ထားအပ်ပါသည်။

၁။ ရင်းနှီးမြှုပ်နှံသူ၏

(က) အမည်

- Mr. He Geng-Yan

(ခ) ကုမ္ပဏီမှတ်ပုံတင်အမှတ်သို့မဟုတ်ရင်းနှီးမြှုပ်နှံသူ၏ နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်/
နိုင်ငံကူးလက်မှတ်အမှတ် - 311446048

(ဂ) နိုင်ငံသား - Taiwanese

(ဃ) နေရပ်လိပ်စာ/ မှတ်ပုံတင်ထားသည့်ကုမ္ပဏီလိပ်စာ

- 8F, No.5, Ln 404, Jhong'an Road, Siaogang Distinct,
Kaohsiung City 812, Taiwan (R.O.C)

(င) တယ်လီဖုန်း/ ဖက်စ်/ အီးမေးလ်လိပ်စာ -

(စ) လုပ်ငန်းအမျိုးအစား(အသေးစိတ်ဖော်ပြပေးရန်) - ပုစွန်နှင့် ကဏန်းပျော့များ ကိုတန်ဖိုး
မြှင့် ပြုပြင်ထုတ်လုပ်၍ ဖြန့်ဖြူးရောင်းချခြင်း လုပ်ငန်း။

မှတ်ချက်။ အောက်ပါအချက်များကိုပူးတွဲတင်ပြရန်-

(၁) ကုမ္ပဏီမှတ်ပုံတင်အထောက်အထားမိတ္တူ

(၂) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်မိတ္တူနှင့်နိုင်ငံကူးလက်မှတ်မိတ္တူ

၂။ ရင်းနှီးမြှုပ်နှံသူကိုယ်တိုင် လျှောက်ထားခြင်းမဟုတ်ပါက လျှောက်ထားသူ၏ -

(က) အမည် -----

(ခ) ဆက်သွယ်ရမည့်ပုဂ္ဂိုလ်အမည် -----

(လျှောက်ထားသူသည် စီးပွားရေးအဖွဲ့အစည်းဖြစ်ပါက)

(ဂ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်/နိုင်ငံကူးလက်မှတ်အမှတ် -----

(ဃ) နိုင်ငံသား -----

(င) မြန်မာနိုင်ငံတွင်နေထိုင်သည့်နေရပ်လိပ်စာ -----

(စ) တယ်လီဖုန်း/ဖက်စ် -----

(ဆ) အီးမေးလ်လိပ်စာ -----

၃။ ဖွဲ့စည်းမည့် စီးပွားရေးအဖွဲ့အစည်းပုံသဏ္ဌာန်

() ရာခိုင်နှုန်းပြည့် (✓) ဖက်စပ်ပြုလုပ်ခြင်း(ဖက်စပ်စာချုပ်မူကြမ်းတင်ပြရန်)

() အခြားသဘောတူညီချက်ပုံစံတစ်မျိုးမျိုးဖြင့်ဆောင်ရွက်ခြင်း(စာချုပ်မူကြမ်းတင်ပြရန်)

မြန်မာနိုင်ငံသားရင်းနှီးမြှုပ်နှံသူ၏ အစုရှယ်ယာပိုင်ဆိုင်မှုအချိုး ၂၀%

နိုင်ငံခြားသား ရင်းနှီးမြှုပ်နှံသူ၏ အစုရှယ်ယာပိုင်ဆိုင်မှုအချိုး ၈၀%

၄။ အစုရှယ်ယာ ၁၀ % နှုန်းနှင့်အထက် ပိုင်ဆိုင်သောအစုရှယ်ယာရှင်များစာရင်း

စဉ်	အစုရှယ်ယာရှင်အမည်	နိုင်ငံသား	အစုရှယ်ယာပိုင်ဆိုင်မှု %
1	Hopeful Enterprise Inc	Brunei Darussalam	80%
2	Daw Nan Khan Laung	Myanmar	20%

၅။ ကုမ္ပဏီဖွဲ့စည်းခြင်းနှင့်သက်ဆိုင်သောအချက်အလက်များ

(က) ခွင့်ပြုမတည်ငွေရင်း - အမေရိကန်ဒေါ်လာ ၅၀,၀၀၀/-

(ခ) အစုရှယ်ယာအမျိုးအစား - သာမန်အစုရှယ်ယာ

(ဂ) အစုရှယ်ယာဝင်များကထည့်ဝင်
မည့်အစုရှယ်ယာပမာဏ - တစ်စုလျှင်အမေရိကန်ဒေါ်လာ၁၀/တန်
အစုရှယ်ယာပေါင်း ၅,၀၀၀ စု

၆။ မတည်ငွေရင်းနှင့်သက်ဆိုင်သည့်အချက်အလက်များ -

US\$(ထောင်ပေါင်း)

(က) ပြည်တွင်းမှထည့်ဝင်မည့်/သည့်မတည်ငွေရင်း
ပမာဏ/ရာခိုင်နှုန်း 360 .00

(ခ) နိုင်ငံခြားမှယူဆောင်လာမည့်/သည့်မတည်ငွေရင်း
ပမာဏ/ရာခိုင်နှုန်း 1,440.00

စုစုပေါင်း 1,800.00

မှတ်ချက်။ ။ နိုင်ငံခြား မတည်ငွေရင်း ယူဆောင်မည့်ကာလ - (၁) နှစ်အတွင်း

၇။ ရင်းနှီးမြှုပ်နှံမှု ပြုလုပ်လိုသည့်သက်တမ်း - (၅၀) နှစ်

၈။ ဆောင်ရွက်မည့်စီးပွားရေးအဖွဲ့အစည်းနှင့်သက်ဆိုင်သောအချက်အလက်များ-

(က) ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်မည့်ဒေသ(များ)/တည်နေရာ - မြေကွက်အမှတ်(၇)၊ စက်မှုဇုန် (၂)၊
လိုင်သာယာမြို့နယ်၊ ရန်ကုန်မြို့၊ ရန်ကုန်တိုင်းဒေသကြီး။

(ခ) ရင်းနှီးမြှုပ်နှံမှုတန်ဖိုး/ပမာဏ - အမေရိကန်ဒေါ်လာ (၁၈) သိန်း

၉။ သက်ဆိုင်ရာအဖွဲ့အစည်းများ၏ ခွင့်ပြုချက် ၊ လိုင်စင် ၊ ပါမစ်စသည်တို့ ရရှိပြီးပါက ပူးတွဲတင်
ပြရန်။

၁၀။ လုပ်ငန်းစတင်ဆောင်ရွက်နေခြင်း ()ရှိ၊ (✓)မရှိ
ရှိပါကလုပ်ငန်းဆောင်ရွက်မှုအခြေအနေကို ဖော်ပြပေးရန်

၁၁။ အတည်ပြုလျှောက်ထားလွှာနှင့်အတူ အောက်ဖော်ပြပါ လျှောက်ထားလွှာများကို တင်ပြ
လျှောက်ထားခြင်းရှိ၊ မရှိ ဖော်ပြရန်။

(✓) မြေအသုံးပြုခွင့်လျှောက်ထားလွှာ

(✓) အခွန်ကင်းလွတ်ခွင့်သို့မဟုတ် သက်သာခွင့်လျှောက်ထားလွှာ

ကတိဝန်ချက်

အထက်ဖော်ပြပါ လျှောက်ထားသူမှပေးအပ်သည့် အချက်အလက်များအားလုံးသည် မှန်ကန်မှု
ပါကြောင်းအာမခံပါသည်။

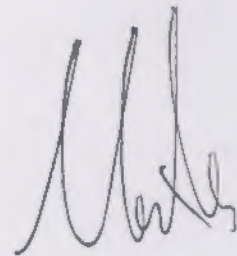
ဤအတည်ပြုလျှောက်ထားလွှာတွင် အတည်ပြုမိန့် ထုတ်ပေးရန်အတွက် ကော်မရှင်မှ စိစစ်ရာ
လိုအပ်သည့်အချက်အလက်များကို လျှောက်ထားသူကပေးအပ်ရန် ပျက်ကွက်ပါက အတည်ပြု
လျှောက်ထားလွှာကို ငြင်းပယ်ခြင်းသို့မဟုတ် စိစစ်ရာ၌ မလိုလားအပ်သည့် နှောင့်နှေးကြန့်ကြာခြင်းတို့
ဖြစ်ပေါ်နိုင်ကြောင်း ကောင်းစွာသဘောပေါက် နားလည်ပါသည်။

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်မှ ချမှတ်မည့် စည်းမျဉ်းစည်းကမ်းများကိုလည်း လိုက်နာ
မည်ဖြစ်ကြောင်း ဝန်ခံကတိပြုအပ်ပါသည်။

လျှောက်ထားသူလက်မှတ်

အမည်
ရာထူး
ဌာန/ကုမ္ပဏီတွဲစိပ်

Mr. He, Geng-Yan
Managing Director



MR. HE GENG-YAN
Managing Director
Golden Seafood Production Co., Ltd.

Endorsement Application Form

To,

Chairman
Myanmar Investment Commission

Reference No. GSF/MIC/04

Date. 25.5.2017

I do apply for the endorsement in accordance with the Section 37 of the Myanmar Investment Law by furnishing the following particulars:

1. The Investor's :-
 - (a) Name - Mr. He Geng-Yan
 - (b) Company Registration No/ID No/National Registration Card No/Passport
-311446048
 - (c) Citizenship - Taiwanese
 - (d) Address/Address of Registered Office -8F, No.5, Ln 404, Jhong'an Road, Siaogang
Distinct, Kaohsiung City 812, Taiwan (R.O.C)
 - (e) Phone/Fax/E-mail -
 - (f) Type of Business(to describe in detail) -Production, Distribution and Marketing of value
added products such as shrimp and soft shell crab

Note:The following documents need to be attached according to the above paragraph (1) :-

- (1) Company Registration Certificate (copy);
- (2) ID No/National Registration Card (copy) and Passport (copy);

2. If the investor don't apply for endorsement by himself/herself, the applicant;

- (a) Name.....
- (b) Name of the contact person.....
(If applicant is business organization)

Note: describe with attachment of letter of legal representative

- (c) ID No./National Registration Card No./Passport No.....
- (d) Citizenship.....
- (e) Address in Myanmar:
- (f) Phone/Fax:

(g) E-mail:

3. Type of business organization to be formed:-

- () One Hundred Percent (√) Joint Venture (To attach the draft of JV agreement)
 () Type of Contractual Basis (To attach draft contract/agreement)

Share Ratio (Local) - 20%

Share Ratio (Foreigner) - 80%

4. List of Shareholders Owned 10% of the Shares and Above

No	Name of Shareholder	Citizenship	Share Percentage
1	Hopeful Enterprise Inc	Brunei Darussalam	80%
2	Daw Nan Khan Laung	Myanmar	20%

5. Particulars of Company Incorporation

- (a) Authorized Capital - USD 50,000/-
 (b) Types of Share - Ordinary Shares
 (c) Number of Shares - 5000 shares (1 share = 10 USD)

Note: Memorandum of Association and Articles of Association of the Company shall be submitted with regard to above paragraph 5.

6. Particulars of Paid-up Capital of the Investment

	US\$ (Million)
(a) Amount/Percentage of local capital to be contributed	360.00
(b) Amount/Percentage of foreign capital to be brought in	1,440.00
Total	1,800.00

7. Particulars of the Investment Projects

(a) Investment location(s)/place(s) - Plot No (7), Industrial Zone (2), Hlaingtharyar Township, Yangon

8. Amount of Investment - USD 1,800,000.00

9. The license, Permit, Permission, and etc; of the relevant organizations shall be attached if they are received.

10. Commencement of Business () Yes (√) No
Commenced, describe the performance of business activities;

11. Describe whether other applications are being submitted together with the Endorsement Form or not:

(√) Land Rights Authorization Application

(√) Tax Incentive Application

Undertaking

I/We hereby declare that the above statements are true and correct to the best of my/our knowledge and belief.

I/We fully understand the endorsement application may be denied or unnecessarily delayed if applicant fails to provide required information to access by Commission for issuance of endorsement.

I/We hereby declare to strictly comply with terms and conditions set out by the Myanmar Investment Commission.

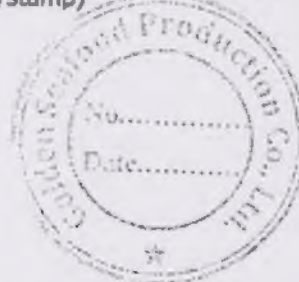
Signature of the applicant

Name: MR. HE GENG-YAN

Title: Managing Director

Department/Company Golden Seafood Production Co., Ltd.

(Seal/stamp)



Date:.....

Golden Seafood Production Company Limited
LIST OF PERSONNEL REQUIREMENT AND SALARY

Exhibit -7

Sr No	Description	No of Requirement	Annual Cost of Employee											
			Year 1		Year 2		Year 3		Year 4		Year 5		Year 6-50	
			Salary per month	Amount (US\$)	Salary per month	Amount (US\$)	Salary per month	Amount (US\$)	Salary per month	Amount (US\$)	Salary per month	Amount (US\$)	Salary per month	Amount (US\$)
Foreign Persons														
1	Chief Executive Officer	1	3000	\$ 36,000.00	\$ 3,150.00	\$ 37,800.00	\$ 3,307.50	\$ 39,690.00	\$ 3,472.88	\$ 41,674.50	\$ 3,646.52	\$ 43,758.23	\$ 3,646.52	\$ 43,758.23
2	Chief Financial Officer	1	3000	\$ 36,000.00	\$ 3,150.00	\$ 37,800.00	\$ 3,307.50	\$ 39,690.00	\$ 3,472.88	\$ 41,674.50	\$ 3,646.52	\$ 43,758.23	\$ 3,646.52	\$ 43,758.23
3	Purchase Manager	1	2000	\$ 24,000.00	\$ 2,100.00	\$ 25,200.00	\$ 2,205.00	\$ 26,460.00	\$ 2,315.25	\$ 27,783.00	\$ 2,431.01	\$ 29,172.15	\$ 2,431.01	\$ 29,172.15
4	Quality Manager	1	2000	\$ 24,000.00	\$ 2,100.00	\$ 25,200.00	\$ 2,205.00	\$ 26,460.00	\$ 2,315.25	\$ 27,783.00	\$ 2,431.01	\$ 29,172.15	\$ 2,431.01	\$ 29,172.15
5	Production Manager	1	2000	\$ 24,000.00	\$ 2,100.00	\$ 25,200.00	\$ 2,205.00	\$ 26,460.00	\$ 2,315.25	\$ 27,783.00	\$ 2,431.01	\$ 29,172.15	\$ 2,431.01	\$ 29,172.15
6	Technician	10	1500	\$ 180,000.00	\$ 1,575.00	\$ 189,000.00	\$ 1,653.75	\$ 198,450.00	\$ 1,736.44	\$ 208,372.50	\$ 1,823.26	\$ 218,791.13	\$ 1,823.26	\$ 218,791.13
	Total	15		\$ 324,000.00		\$ 340,200.00		\$ 357,210.00		\$ 375,070.50		\$ 393,824.03		\$ 393,824.03
Local Persons														
	Myanmar Worker	300	120	432,000.00	126.00	453,600.00	132.30	476,280.00	138.92	500,094.00	145.86	525,098.70	145.86	525,098.70
2	Myanmar Supervisor	30	150	54,000.00	157.50	56,700.00	165.38	59,535.00	173.64	62,511.75	182.33	65,637.34	182.33	65,637.34
3	Total	330		486,000.00		510,300.00		535,815.00		562,605.75		590,736.04		590,736.04
Grand Total (US\$)			345	810,000.00		850,500.00		893,025.00		937,676.25		984,560.06		984,560.06

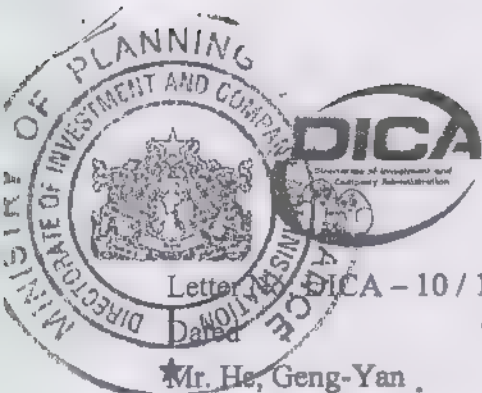
Note 1 USD =1300 Kyat

Golden Seafood Production Company Limited
LIST OF PERSONNEL REQUIREMENT AND SALARY

Exhibit - 7

Sr No	Description	No of Requirement	Annual Cost of Employee												
			Year 1		Year 2		Year 3		Year 4		Year 5		Year 6-30		
			Salary per month	Amount (USD\$)	Salary per month	Amount (USD\$)	Salary per month	Amount (USD\$)	Salary per month	Amount (USD\$)	Salary per month	Amount (USD\$)	Salary per month	Amount (USD\$)	
Foreign Persons															
1	Chief Executive Officer	1	3000	\$ 36,000.00	\$ 3,150.00	\$ 37,800.00	\$ 3,307.50	\$ 39,690.00	\$ 3,472.88	\$ 41,674.50	\$ 3,646.52	\$ 43,758.23	\$ 3,646.52	\$ 43,758.23	
2	Chief Financial Officer	1	3000	\$ 36,000.00	\$ 3,150.00	\$ 37,800.00	\$ 3,307.50	\$ 39,690.00	\$ 3,472.88	\$ 41,674.50	\$ 3,646.52	\$ 43,758.23	\$ 3,646.52	\$ 43,758.23	
3	Purchase Manager	1	2000	\$ 24,000.00	\$ 2,100.00	\$ 25,200.00	\$ 2,205.00	\$ 26,460.00	\$ 2,315.25	\$ 27,783.00	\$ 2,431.01	\$ 29,172.15	\$ 2,431.01	\$ 29,172.15	
4	Quality Manager	1	2000	\$ 24,000.00	\$ 2,100.00	\$ 25,200.00	\$ 2,205.00	\$ 26,460.00	\$ 2,315.25	\$ 27,783.00	\$ 2,431.01	\$ 29,172.15	\$ 2,431.01	\$ 29,172.15	
5	Production Manager	1	2000	\$ 24,000.00	\$ 2,100.00	\$ 25,200.00	\$ 2,205.00	\$ 26,460.00	\$ 2,315.25	\$ 27,783.00	\$ 2,431.01	\$ 29,172.15	\$ 2,431.01	\$ 29,172.15	
6	Technician	10	1500	\$ 180,000.00	\$ 1,575.00	\$ 189,000.00	\$ 1,653.75	\$ 198,450.00	\$ 1,736.44	\$ 208,372.50	\$ 1,823.26	\$ 218,791.13	\$ 1,823.26	\$ 218,791.13	
	Total	15		\$ 324,000.00		\$ 340,200.00		\$ 357,210.00		\$ 375,070.50		\$ 393,824.03		\$ 393,824.03	
Local Persons															
1	Marine Worker	300	120	432,000.00	126.00	453,600.00	132.30	476,280.00	138.92	500,094.00	145.86	525,098.70	145.86	525,098.70	
2	Marine Supervisor	30	150	54,000.00	157.50	56,700.00	165.38	59,535.00	173.64	62,511.75	182.33	65,637.34	182.33	65,637.34	
3															
	Total	330		486,000.00		510,300.00		535,815.00		562,605.75		590,736.04		590,736.04	
Grand Total (USD\$)			345	810,000.00		850,500.00		893,025.00		937,676.25		984,560.06		984,560.06	

Note 1 USD = 100 Kyat



The Government of the Republic of the Union of Myanmar
Ministry of Planning and Finance
Directorate of Investment and Company Administration
No.1, Thitsar Road, Yankin Township, Yangon.

Letter DICA - 10 / 1 / 2017 (၀၄၀၆)
Dated 21st, April, 2017.

★ Mr. He, Geng-Yan,
Managing Director,
Golden Seafood Production Co., Ltd.
Plan No. (7), Industrial Zone (2),
Min Gyi Ma Har Min Gaung Street,
Hlaing Thar Yar Township, Yangon.

Subject: Application for Permit.

We have received your complete application of Permit on (29-3-2016).

We have prescribed the conditions to be attached to the permit after taking into consideration the activities to be carried out by the company in the Republic of the Union of Myanmar and the facts mentioned in the documents submitted by the company.

Before issuing the Permit (Original) we would like to seek your agreement with regard to the conditions to be attached to the permit. These conditions are listed in the Annexure.

The company is therefore kindly requested to study these conditions and send back the Annexure duly signed by the responsible official on behalf of company on before (28-4-2016).

If the conditions are acceptable, the company is requested to remit 50% of the prescribed amount **US \$ 150,000 (United States Dollar One Hundred and Fifty Thousand Only)** in Foreign Currency acceptable to the Myanma Foreign Trade Bank/the Myanma Investment & Commercial Bank, and the Private Banks which have obtained Authorized Dealer License

Unless the duly signed Annexure is received by that date it will be considered that the company is not taking interest to accept these conditions and subsequently your application for permit shall be cancelled.

Yours sincerely,

For Director General,

(Nilar Mu - Director)

c.c to
Director General
Internal Revenue Department.
Managing Director
Myanma Foreign Trade Bank.
Managing Director
Myanma Investment & Commercial Bank.
Assistant General Manager
Myanma Economic Bank
General Manager
The all banks which have obtained
Authorized Dealer License

kindly requested to open a
bank account if it is applied by
the company.


The Government of the Republic of the Union of Myanmar
Ministry of Planning and Finance
Directorate of Investment and Company Administration
No.1, Thitsar Road, Yankin Township, Yangon.

Letter No: DICA-10/1/2017 (၀၄၀၅၇)
Dated : 21st April, 2017.

Mr. He, Geng-Yan
Managing Director,
Golden Seafood Production Co., Ltd.
Plan No. (7), Industrial Zone (2),
Min Gyi Ma Har Min Gaung Street,
Hlaing Thar Yar Township, Yangon.

Subject : Certificate of Incorporation (Temporary) and Form of Permit (Temporary) Issued.

1. Upon the application of **Golden Seafood Production Co., Ltd.** in accordance with Myanmar Companies Act, Certificate of Incorporation (Temporary) and Form of Permit (Temporary) are issued on 29th March, 2017, as Registration and Permit No. 1184FC/2016-2017(YGN) by this office as a Private Company.
2. The purpose of issuance of these Certificates (Temporary) are to enable **Golden Seafood Production Co., Ltd.** for the use of its name in compliance with the Myanmar Companies Act and the company needs to be comply with existing Laws, Rules and Regulations in carrying out the business mentioned in its Memorandum of Association.
3. The Certificate of Incorporation (Temporary) and Form of Permit (Temporary) will be replaced with original one after the completion of registration process. However, the Certificates (Temporary) will be revoked without reimbursement of registration fees if the application is not approved by the decision of high level.


For Director General,
(Nilar Mu - Director)

Copy to

Director General
Internal Revenue Department.
Managing Director
Myanma Foreign Trade Bank.
Managing Director
Myanma Investment and Commercial Bank.
Assistant General Manager
Myanma Economic Bank
General Manager
The all banks which have obtained Authorized Dealer License



ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ

စီမံကိန်းနှင့် ဘဏ္ဍာရေးဝန်ကြီးဌာန

ကုမ္ပဏီမှတ်ပုံတင်လက်မှတ် (ယာယီ)

၁၁၈၄ အက်စ်စီ ၂၀၁၆-၂၀၁၇(ရက)

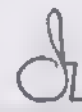
အမှတ်

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေအရ ဂိုလ်ဒင်စီးဖု(လ်) ပရိုဒတ်ရှင်း ကုမ္ပဏီ

.....လီမိတက်အား ပေးရန်တာဝန် ကန့်သတ်ထားသော လီမိတက်

ကုမ္ပဏီအဖြစ် ၂၀၁၇ ခုနှစ်၊ မတ်လ၊ ၂၉ ရက်နေ့တွင် ယာယီမှတ်ပုံတင်ခွင့်

ပြုလိုက်သည်။


ညွှန်ကြားရေးမှူးချုပ်(ကိုယ်စား)
(နီလာမူ၊ ညွှန်ကြားရေးမှူး)

ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန

THE GOVERNMENT OF THE REPUBLIC OF THE UNION OF MYANMAR
MINISTRY OF PLANNING AND FINANCE

CERTIFICATE OF INCORPORATION (TEMPORARY)

NO. 1184 FC of 2016-2017(YGN)

I hereby certify that GOLDEN SEAFOOD PRODUCTION
..... COMPANY LIMITED is this day incorporated

under the Myanmar Companies Act and that the company is Limited.


Temporarily given under my hand at Yangon this TWENTY-NINTH day
of MARCH, TWO THOUSAND AND SEVENTEEN.

Change From Myanmar Company
(5728/2014-2015) (23-2-2015) to
Foreign Company made on 16-1-2017.


For Director General
(Nilar Mu- Director)

Directorate of Investment and Company Administration

ဤကုမ္ပဏီ မှတ်ပုံတင် လက်မှတ်(ယာယီ)သည် မှတ်ပုံတင်ရက်စွဲ
(၂၉-၃-၂၀၁၇) မှ (၂၈-၉-၂၀၁၇) ရက်နေ့အထိ (၆)လသက်တမ်း
အတွက်သာ ဖြစ်သည်။ ယာယီသက်တမ်း မကုန်ဆုံးမီ အမြဲတမ်းမှတ်ပုံတင်
လက်မှတ် (မူရင်း)နှင့် လဲလှယ်ရမည်ဖြစ်ပါသည်။


ညွှန်ကြားရေးမှူးချုပ်(ကိုယ်စား)
(သက်ပိုင်၊ ဒုတိယညွှန်ကြားရေးမှူး)

Issued Date:

THE GOVERNMENT OF THE REPUBLIC OF THE UNION OF MYANMAR
MINISTRY OF PLANNING AND FINANCE



FORM 1
FORM OF PERMIT (TEMPORARY)
(See section 27 A)

Permit No. 1184 FC / 2016-2017(YGN)

Date 29th March, 2017

The Ministry of Planning and Finance of the Government of the Republic of the Union of Myanmar in pursuance of the Myanmar Companies Act hereby grants a permit to the GOLDEN SEAFOOD PRODUCTION COMPANY LIMITED, in respect

of which particulars are detailed below, to carry on its business within the Republic of the Union of Myanmar subject to the provisions contained in the said Act.

- | | |
|---|--|
| (1) Name of the Company | Golden Seafood Production Co., Ltd..... |
| (2) Country of incorporation of the company. | The Republic of the Union of Myanmar..... |
| (3) Location of the company's Head Office and / or Principal Office in the Republic of the Union of Myanmar. | Plan No. (7), Industrial Zone (2), Min Gyi Ma Har Min Gaung Street, Hlaing Thar Yar Township, Yangon. |
| (4) The object for which the company is formed (field of business). | Production & Distribution of Pre-Fixed Soft Shell Crab & Shrimp |
| (5) (a) The amount of Capital and the number of shares into which the Capital is divided. | USD 50,000 divided into 5,000 shares of USD 10 each. |
| (b) If more than one class of shares is authorised, the description of each class. | Only one class. |
| (6) The names, addresses and nationality of the directors. | As per List attached..... |
| (7) The maximum amount of indebtedness which may be incurred by the company and also a prohibition against the contracting of debts in excess of that amount. | As per conditions attached. |
| (8) Period of validity of permit. | March 29, 2017 to September 28, 2017. (SIX MONTHS) |
| (9) Statement of compliance with legal requirements for issue of Capital including the amount to be paid in before business is commenced. | As per conditions attached. |
| (10) Statement of compliance with such conditions as may be prescribed. | The conditions attached to the permit and conditions as may be prescribed from time to time are also to be strictly adhered to by the company. |

By order


For Director General
(Nilar Mu- Director)

Directorate of Investment and Company Administration

Golden Seafood Production Co., Ltd.

Plan No. (7), Industrial Zone (2), Min Gyi Ma Har Min Gaung Street,

Hlaing Thar Yar Township, Yangon, Myanmar

Tel: +95-1-709951 Fax: +95-1-684650

သို့

ညွှန်ကြားရေးမှူးချုပ်

ရင်းနှီးမြှုပ်နှံမှုနှင့် ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန

စီမံကိန်းနှင့် ဘဏ္ဍာရေးဝန်ကြီးဌာန

ရန်ကုန်။

ရက်စွဲ၊ ၁၀ . ၃ . ၂၀၁၇

အကြောင်းအရာ၊

ပုံစံ (င) ပေးပို့ခြင်း။

Golden Seafood Production Company Limited ၏အောက်ဖော်ပြပါစာရင်းကို

မှတ်ပုံတင်ပေးနိုင်ရန်ပေးပို့တင်ပြအပ်ပါသည်။

(က) ပုံစံ (င) ၊

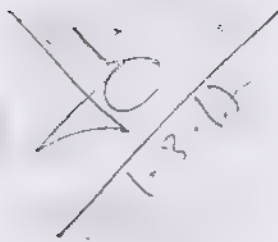
(ခ) ၂၀ . ၂ . ၂၀၁၇ ရက်နေ့တွင်ကျင်းပဖြုလုပ်သည့်နှစ်ပတ်လည်အထွေထွေအရပ်ရပ်အစည်းအဝေးမှတ်တမ်း။

Golden Seafood Production Company Limited ၏ကုမ္ပဏီမှတ်ပုံတင်အမှတ်မှာ

-၅၇၂၈/၂၀၁၄ - ၂၀၁၅ (၂၃ . ၂ . ၂၀၁၅) ဖြစ်ပါသည်။

ကျသင့်သောမှတ်ပုံတင်ကြေးများကိုလည်းပေးသွင်းပြီးဖြစ်ပါသည်။

လေးစားစွာဖြင့်



(၄)

ရင်းနှီးမြှုပ်နှံမှုနှင့် ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန၊ ရန်ကုန်မြို့၊
ငွေလက်ခံ/ရရှိပြေစာ

023/03

ရက်စွဲ၊ ၁ - ၃ - ၂၀၁၇

- ၁။ ကုမ္ပဏီ အမည် (အမည်) ၊ -----
(အင်္ဂလိပ်) ၊ Golden Seaford Production Co. Ltd.
- ၂။ ငွေပေးသွင်းသည့် အကြောင်းအရာ၊ Form - E
- ၃။ ပေးသွင်းသည့်ငွေ (ဂဏန်းဖြင့်) ၊ ၂၂၀၀၀၀၀၀
(စာဖြင့်) ၊ နှစ်သောင်းနှစ်ရာသိန်း
- ငွေပေးသွင်းသူလက်မှတ် [Signature] ငွေလက်ခံသူလက်မှတ် [Signature]
အမည် ၊ Win Tun အမည် ၊ [Signature]

Golden Seafood Production Co., Ltd.

Plan No. (7), Industrial Zone (2), Min Gyi Ma Har Min Gaung Street,

Hlaing Thar Yar Township, Yangon, Myanmar

Tel: +95-1-709951 Fax: +95-1-684650

နှစ်ပတ်လည်အထွေထွေအရပ်ရပ်အစည်းအဝေးမှတ်တမ်း

ကျင်းပသည့်နေ့ - ၂၀. ၂. ၂၀၁၇
ကျင်းပသည့်အချိန် - နံနက် (၁၀ : ၀၀) နာရီ
ကျင်းပသည့်နေရာ - ကုမ္ပဏီရုံးခန်း၊
တက်ရောက်သူများ - ရာထူး

တက်ရောက်သူများလက်မှတ်

(၁) MR. HE,GENG-YAN

မန်နေဂျင်းဒါရိုက်တာ

(၂) ဒေါ်နန်းခမ်းလောင်

ဒါရိုက်တာ

(၃) HOPEFUL ENTERPRISE INC.

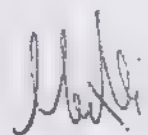
အစုရှယ်ယာရှင်

(Represented By, MS.HO HSU,YUEN-YUAN)

အစည်းအဝေးဆုံးဖြတ်ချက်များ

- အစည်းအဝေးတွင်သဘာပတိအဖြစ် မန်နေဂျင်းဒါရိုက်တာ Mr. He,Geng-Yan ကဆောင်ရွက်ပြီး
အောက်ပါဆုံးဖြတ်ချက်များကိုဆွေးနွေးဆုံးဖြတ်ကြပါသည်။
- ၁။ အစုရှယ်ယာများကိုယခုလက်ရှိအခြေနေအတိုင်းဆက်လက်ထားရှိရန်နှင့်လုပ်ငန်းလိုအပ်ချက်များ
ရှိမှသာထပ်မံခွဲဝေကြရန်အများသဘောတူဆုံးဖြတ်ကြပါသည်။
- ၂။ ဒါရိုက်တာအဖွဲ့ကိုလည်းယခုလက်ရှိအတိုင်းဆက်လက်တာဝန်ထားရှိရန်သဘောတူဆုံးဖြတ်ကြပါ
သည်။
- ၃။ ဘဏ္ဍာရေးနှစ်အတွင်းစာရင်းစစ်အစီရင်ခံစာများနှင့် ဒါရိုက်တာအဖွဲ့တင်ပြစာများကိုအတည်ပြု
ဆုံးဖြတ်ကြပါသည်။
- ၄။ ပုံစံ (င) ကိုကုမ္ပဏီမှတ်ပုံတင်ရုံးသို့တင်ပြရန်ဆုံးဖြတ်ကြပါသည်။
- ၅။ ကုမ္ပဏီတစ်နှစ်တာအတွင်း လုပ်ငန်းဆောင်ရွက်မှုအခြေအနေများကိုလည်း ကုမ္ပဏီများမှတ်ပုံတင်ရုံး
သို့တင်ပြရန်ဆုံးဖြတ်ကြပြီးအစည်းအဝေးအားနံနက် (၁၁ : ၃၀) နာရီအချိန်တွင်အောင်မြင်စွာ
ရပ်သိမ်းလိုက်ပါသည်။

မှတ်တမ်းတင်အတည်ပြုသူ


MR. HE, GENG-YAN
Managing Director
(၇၃၆)

THE MYANMAR COMPANIES ACT
LIST OF SHAREHOLDERS.
FORM E.
(As required by part II of the Act. See Section 32)

025296

* * * * *

SUMMARY OF SHARE CAPITAL AND SHARES OF THE

GOLDEN SEAFOOD PRODUCTION

COMPANY LIMITED

Made up to the 20th day of February being the day of the
first Ordinary General Meeting in 2017

Nominal Share Capital - K	10,000,000				
Divided into * 100	Shares of K.	100,000	each		
and	Shares of K.		each		
and	Shares of K.		each		
and	Shares of K.		each		
Total number of shares taken up to the <u>20th</u> day of <u>February</u> <u>2017</u>					100 Shares
(This number must agree, with the total shown in the list; as held by existing members)					
Numbers of Shares issued subject to payment wholly in cash					
Numbers of Shares issued as fully paid-up otherwise than in cash					
Numbers of Shares issued as partly paid-up to the extent of per share					
Otherwise than in cash					
● There has been called up on each of	100	Shares K.			Ks.100,000/-
There has been called up on each of		Shares K.			(Fully Paid Up)
There has been called up on each of		Shares K.			
- Total amount of calls received including payments on application and allotment				K.	Ks.10,000,000/-
Total amount agree to be considered as paid shares which have been issued as fully paid up otherwise than in cash				K.	
Total amount agreed to be considered as paid shares which have been issued as Partly paid-up to the extent of					
... per Share				K.	
Total amount of Calls unpaid				K.	
Total amount of sums paid by way of commission in respect of shares or debentures or allowed by way of discount since date of last summary				K.	
Total amount of shares forfeited				K.	
Aggregate number of shares forfeited				K.	
Total amount of Shares and stock for which share-warrants are outstanding				K.	
Total amount of share-warrants issued				K.	
Do do surrendered since date of last summary				K.	
Number of shares or amount of stock comprised in each share-warrant				K.	
Total amount of debt due from the Company in respect of all					
Mortgages and Charges which are required to be registered with the Registrar under this Act				K.	

When there are shares of different kind of mounts (e.g., Preference and Ordinary or K.2000 or 1000) state the numbers and nominal values separately.

● Where various amounts have been called, or there are shares of different kinds state them separately
- Include what has been received or forfeited as on existing shares.

GOLDEN SEAFOOD PRODUCTION
LIST OF PERSONS HOLDING SHARES IN THECO.,LTD

On the 20th February day of 2017

And of Persons who have held shares here in at any time

Addresses and account

NAMES ADDRESSES AND OCCUPATIONS.

Folio in register	Name in Full	Father's Name.	Address	Occupation or Casts	*Nationally
	HOPEFUL ENTERPRISE INC. Represented By; Ms.Ho Hsu,Yuen-Yuan		51,5th Floor,Britannia House,Jin.Cator,B58811, Bandar Seri Begawan, Brunei Darussalam.	Merchant	
2	Mr. Ho, Gang - Yan		8F.,No.5,Ln. 404, Jhong'an Rd.,Siaogang Dist, Kaohsiung City 812, Taiwan(R.O.C)	Merchant	Chinese
3	Daw Nan Khan Laung		Industrial Zone(2), Mingyilmahar Min KhaungSt, Nyaung Village,Hlaing Tharyar Township, Yangon.	Merchant	Myanmar
4	Daw Yan Kyer Lee		Industrial Zone(2), Mingyilmahar Min KhaungSt, Nyaung Village,Hlaing Tharyar Township, Yangon.	Merchant	Myanmar

• State the aggregate number of shares forfeited (if any)

• The aggregate number of shares held and not the distinctive numbers, must be stated, and the column must be added up throughout so as to make one total to agree with that stated in the summary to have been taken up.

When the shares are of different classes, these columns may be subdivided, so that the number of each class held or transferred may be shown.

.....COMPANY LIMITED

.....
Since the date of last return, showing their names and
Of the shares so held

Date and number of certificate of citizenship if issued by Government of the Union of Myanmar	ACCOUNT OF SHARES					REMARKS
	*Number of shares held by existing Members at date of return	** Particulars of Shares Transferred since the date of the last return by persons who are still Members		** Particulars of Shares Transferred since the date of the last return by persons who Ceased to be Members		
		-Number	Date of Registration of Transfer	# Number	Date of Registration of Transfer	
PP.No: 307020621	10			(+)30	16.1.2017	Transfer From Daw Nan Khan Laung
				(+)50	16.1.2017	Transfer From Daw Yan Kyer Lee
PP.No:311446048						
13/ La Ya Na (Naing) 110279	20	(-) 30	16.1.2017			Transfer To : Hopeful Enterprise Inc. Represented By Ms.Ho Hsu, Yuen-Yuan
LSO - 185230	-	(-) 50	16.1.2017			Transfer To : Hopeful Enterprise Inc. Represented By Ms.Ho Hsu, Yuen-Yuan
Total	100	(-) 80		(+)80		

** The date of Registration of each transfer should be given as well as the Number of Shares transferred on each date. The particulars should be placed opposite the name of the Transferor and not opposite that of the Transferee, but the name of the Transferee may be inserted in the "Remarks" column, immediately opposite the particulars of each Transfer.

5012A

Names and addresses of the persons who are the DIRECTORS of the
GOLDEN SEAFOOD PRODUCTION COMPANY LIMITED

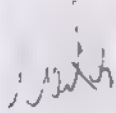
On the . . . 20th day of . . . February . . . 2017

NAME	ADDRESS	FOREIGNERS	Nationality Citizens of the Union of Myanmar
Mr He Gang-Yan	8F.,No.5,Ln. 404, Jhong'an Rd.,Siaogang Dist., Kaohsiung City 812, Taiwan(R.O.C)		Chinese 311446048
Daw Nan Khan Laung	Industrial Zone(2), Mingyimahe Min Khaung St, Nyaung Village, Hlaing Tharyar Township, Yangon.		13/ La Ya Na (Nalng) 110279

FORM E

.....COMPANY LIMITED

.....
Since the date of last return, showing their names and
Of the shares so held

ACCOUNT OF SHARES						
Date and number of certificate of citizenship if issued by Government of the Union of Myanmar	*Number of shares held by existing Members at date of return	** Particulars of Shares Transferred since the date of the last return by persons who are still Members		** Particulars of Shares Transferred since the date of the last return by persons who Ceased to be Members		REMARKS.
		-Number	Date of Registration of Transfer	# Number	Date of Registration of Transfer	
o: 307020621	80			(+)30	16.1.2017	Transfer From Daw Nan Khan Laung
				(+)50	16.1.2017	Transfer From Daw Yan Kyer Lee
o: 311446048	-					
Ya Na g) 110279	20	(-) 30	16.1.2017			Transfer To : Hopeful Enterprise Inc Represented B Ms.Ho Hsu, Yuen-Yuan
185230	-	(-) 50	16.1.2017			Transfer To : Hopeful Enterprise Inc. Represented B Ms.Ho Hsu, Yuen-Yuan
	100	(-) 80		(+)80		
						

** The date of Registration of each transfer should be given as well as the Number of Shares transferred on each date. The particulars should be placed opposite the name of the Transferor and not opposite that of the Transferee, but the name of the Transferee may be inserted in the "Remarks" column, Immediately opposite the particulars of each Transfer

22 24

FORM E-Contd.

Names and addresses of the persons who are the DIRECTORS of the
GOLDEN SEAFOOD PRODUCTION COMPANY LIMITED


On the 20th day of February 2017

NAME	ADDRESS	FOREIGNERS	Nationality Citizens of the Union of Myanmar
Mr He, Geng-Yan	8F., No. 5, Ln. 404, Jhong'an Rd., Siaogang Dist., Kaohsiung City 812, Taiwan(R.O.C)		Chinese 311446048
Daw Nan Khan Laung	Industrial Zone(2), Mingyilmahar Min Khaung St, Nyaung Village, Hlaing Tharyar Township, Yangon.		13/ La Ya Na (Naing) 110279

FORM E-Contd.

Names and addresses of the persons who are the **MANAGERS** of the
GOLDEN SEAFOOD PRODUCTION COMPANY LIMITED

On the 20th day of February, 2017

NAME	ADDRESS	FOREIGNERS	Nationality Citizens of the Union of Myanmar
Nil	Nil	Nil	
<p>I also hereby certify that the company has not since the date of last annual general meeting, issued any invitation to the public for shares or debentures of the company</p>			
			

Note-Banking Companies must add a list of all their places of business.

I Mr. He, Geng - Yan (Managing Director) do hereby certify that the above list and
summary truly and correctly state the facts as they stood
on the 20th day of February, 2017

Signature 

(State whether Director
Manager or Secretary)

THE MYANMAR COMPANIES ACT

_____: O : _____

FORM E.

_____: O : _____

NAME OF THE COMPANY

*GOLDEN SEAFOOD PRODUCTION
COMPANY LIMITED*

REGISITERED OFFICE

*Plan No (7), Industrial Zone (2), Min Gyl Ma Har Min Gaung
Street, Hlaing Thar Yar Township, Yangon, Myanmar.*

MANAGING AGENIS :



Summary of share Capital and Shares.

List of Persons holding Shares.

Names and Addresses of Directors

Names and Addresses of Managers.

Dated, 20th February 2017

Golden Seafood Production Co., Ltd.

Plan No. (7), Industrial Zone (2), Min Gyi Ma Har Min Gaung Street,
Hlaing Thar Yar Township, Yangon, Myanmar
Tel: +95-1-709951 Fax: +95-1-684650

သို့

ညွှန်ကြားရေးမှူးချုပ်

ရင်းနှီးမြှုပ်နှံမှု နှင့် ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန

စီမံကိန်း နှင့် ဘဏ္ဍာရေးဝန်ကြီးဌာန

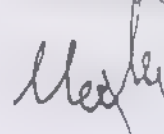
ရန်ကုန်မြို့။

နေ့စွဲ။ ။ ၁၇.၁.၂၀၁၇။

အကြောင်းအရာ။ ။ အစုရှယ်ယာလွှဲပြောင်းခြင်း

အထက်ပါ အကြောင်းအရာကိစ္စနှင့်စပ်လျဉ်း၍ ကျွန်တော်များ Golden Seafood Production Co., Ltd ၏ အစည်းအဝေးဆုံးဖြတ်ချက်အရ အစုရှယ်ယာလွှဲပြောင်းခြင်း ပုံစံ နှင့် ပုံစံ ၂၆ ကို မှတ်ပုံတင်ပေးပါရန် အစည်းအဝေးမှတ်တမ်းနှင့်အတူ ပူးတွဲပေးပို့အပ်ပါသည်။ ကျသင့်သော ငွေကြေးများ ကိုလည်းပေးသွင်းပြီးဖြစ်ပါသည်။ ကုမ္ပဏီ၏အစုရှယ်ယာလွှဲပြောင်းခြင်းပုံစံအား CRD ထုတ်ပေးပါရန် တောင်းခံအပ်ပါ သည်။

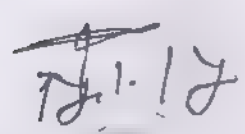
လေးစားစွာဖြင့်



Mr. He Geng-Yan

Managing Director

Golden Seafood Production
Co., Ltd



ရင်းနှီးမြှုပ်နှံမှုနှင့် ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန၊ ရန်ကုန်မြို့၊
ငွေလက်ခံ/ရရှိပြေစာ

ရက်စွဲ၊ ၁၆/၁၁/၂၀၁၆

(၆၅)

- ၁။ ကုမ္ပဏီ အမည် (အမည်)၊ _____
(အင်္ဂလိပ်)၊ Golden Sengford Production Co., Ltd
- ၂။ ငွေပေးသွင်းသည့် အကြောင်းအရာ၊ Form 26
- ၃။ ပေးသွင်းသည့်ငွေ (ဂဏန်းဖြင့်)၊ 25000/-
(စာဖြင့်)၊ ကျပ်နှစ်သောင်းငါးရာတိတိ
- ငွေပေးသွင်းသူလက်မှတ် _____ ငွေလက်ခံသူလက်မှတ် _____
အမည်၊ မိုးလှိုင် အမည် မိုးလှိုင်



ရင်းနှီးမြှုပ်နှံမှုနှင့် ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန၊ ရန်ကုန်မြို့၊
ငွေလက်ခံ/ရရှိပြေစာ

(၆၆)

ရက်စွဲ၊ ၀၀၆၆၇၉ - ၂၀၁၁

- ၁။ ကုမ္ပဏီ အမည် (အမည်)၊
(အင်္ဂလိပ်)၊ Golden Sengard Production Co., Ltd.
 - ၂။ ငွေပေးသွင်းသည့် အကြောင်းအရာ၊ ခံယူရသည့်ငွေ၊ ၁၀၀၀၀၀၀/-
 - ၃။ ပေးသွင်းသည့်ငွေ (ဂဏန်းဖြင့်)၊ ၅၀၀၀၀၀/-
(စာဖြင့်)၊ ကျပ်ငါးသောင်း၊ ခုဆယ်
- ငွေပေးသွင်းသူလက်မှတ်၊ _____ ငွေလက်ခံသူလက်မှတ်၊ _____
အမည်၊ _____ အမည်၊ _____

Golden Seafood Production Co., Ltd.

Plan No. (7), Industrial Zone (2), Min Gyi Ma Har Min Gaung Street,

Hlaing Thar Yar Township, Yangon, Myanmar

Tel: +95-1-709951 Fax: +95-1-684650

Golden Seafood Production Co., Ltd

ဒါရိုက်တာများ အစည်းအဝေးမှတ်တမ်း

အစည်းအဝေးကျင်းပသည့်နေ့၊	၂၀၁၆ ခု၊ ၁၁.၂၀.၁၇
အစည်းအဝေးကျင်းပသည့်အချိန်၊	၁၀ နာရီ
အစည်းအဝေးကျင်းပသည့်နေရာ၊	ကုမ္ပဏီရုံးခန်း

အစည်းအဝေးတက်ရောက်သူများ

၁။ ဒေါ်နန်းခမ်းလောင်



၂။ ဒေါ်ရန်ကြာလီ



အစည်းအဝေးတွင် သဘာပတိအဖြစ် အုပ်ချုပ်မှုဒါရိုက်တာ ဒေါ်နန်းခမ်းလောင် မှ ဆောင်ရွက်ပြီး အမှာစကားပြောကြားပါသည်။ Golden Seafood Production Company Limited ၏ သဘာပတိမှ ကုမ္ပဏီ၏ ဒါရိုက်တာအဖွဲ့ဝင် ဖြစ်သူ ဒေါ်ရန်ကြာလီ မှ ၎င်း ပိုင် အစုရှယ်ယာ (50) စုအား Brunei နိုင်ငံတွင် တည်ထောင်ထားသော Hopeful Enterprise Inc. သို့လည်းကောင်း ၊ ဒေါ်နန်းခမ်းလောင် မှ ၎င်းပိုင် အစုရှယ်ယာ (၃၀) စု အား Hopeful Enterprise Inc. သို့လည်းကောင်း လွှဲပြောင်းခွင့် ပြုရန်တင်ပြလာခြင်းအား လက်ခံပြီး အများသဘောတူအတည်ပြုဆုံးဖြတ်ကြသည်။ ထို့နောက်အစည်းဝေးမှ ကုမ္ပဏီ၏ရှယ်ယာ များ လွှဲပြောင်းခြင်း အားသတ်မှတ်ပုံစံများဖြင့် ကုမ္ပဏီများ မှတ်ပုံတင်ရုံးသို့ပေးပို့ တင်ပြ မှတ်ပုံတင်ရန် အများသဘောတူညီ ကြခဲ့ ကြသည်။

သဘာပတိမှ ကုမ္ပဏီ၏ ဒါရိုက်တာဖြစ်သူ ဒေါ်ရန်ကြာလီသည် ကုမ္ပဏီ၏ ဒါရိုက်တာရာထူးမှ နုတ်ထွက်ရန် တင်ပြလာခြင်းအားလည်းကောင်း၊ Hopeful Enterprise Inc မှ ကုမ္ပဏီ ကိုယ်စားပြု Ms. Ho Hsu, Yueh-Yuan အဖြစ်ခန့်အပ်ရန်နှင့် Golden Seafood Production Company Limited ၏ အုပ်ချုပ်မှုဒါရိုက်တာ အဖြစ် Mr.He-GengYan ခန့်အပ်ရန်တင်ပြလာခြင်းအားလည်းကောင်း၊ ဒေါ်နန်းခမ်းလောင်မှ အုပ်ချုပ်မှုဒါရိုက်တာ အဖြစ်မှ နုတ်ထွက်ပြီး ဒါရိုက်တာအဖွဲ့ဝင်အဖြစ် ခန့်အပ်ရန် တင်ပြလာခြင်းအား လည်းကောင်း ၊ လက်ခံပြီး အများသဘောတူ အတည်ပြု ဆုံးဖြတ်ကြသည်။ ထို့နောက်

Golden Seafood Production Co., Ltd.

Plan No. (7), Industrial Zone (2), Min Gyi Ma Har Min Gaung Street,

Hlaing Thar Yar Township, Yangon, Myanmar

Tel: +95-1-709951 Fax: +95-1-684650

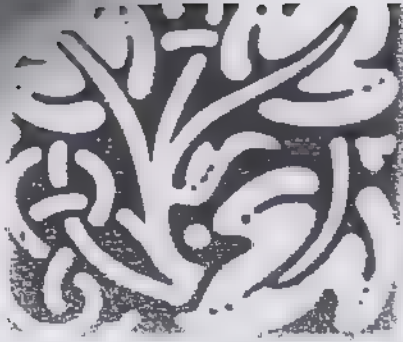
အစည်းဝေးမှ ကုမ္ပဏီ၏ မန်နေဂျင်းဒါရိုက်တာ ပြောင်းလဲခြင်း၊
ဒါရိုက်တာအဟောင်းနှုတ်ထွက်ခြင်း၊ အစုရှယ်ယာလွှဲပြောင်းခြင်းအား သတ်မှတ်ပုံစံများဖြင့်
ကုမ္ပဏီများမှတ်ပုံတင်ရုံး သို့ပေးပို့ တင်ပြ မှတ်ပုံတင်ရန်အများ သဘော တူညီကြခဲ့ကြသည်။
ထို့နောက် သဘာပတိမှ နိဂုံးချုပ် အမှာစကား ပြောကြား ရင်း နိဂုံးချုပ် လိုက်ပါသည်။

[Signature]

[Signature]
မှတ်တမ်းတင်သူ
မသိနအောင်

[Signature]

[Signature]



HOPEFUL ENTERPRISE INC.

Rm 51, 5th Floor, Britannia House, Jalan Cator
Bandaseri Begawan BS8811, Negara Brunei Darussalam

Board of Directors Meeting Minutes

Date : 11.11.2016

Time : 9:00 am

Venue: At Office

Board of Directors unanimously resolved the followings:

To purchase shares in Golden SeaFood Production Company Limited established in the Republic of the Union of Myanmar and to appoint Ms. Ho Hsu, Yueh – Yuan, Passport No. 307020621 as represented shareholder of Hopeful Enterprise Inc.

Hereby appointed Mr. He, Cheng Yan, Passport No.311446048-as Attorney-in-Fact ("Managing Director") of the company in the Republic of the Union of Myanmar, who is authorized on behalf of Golden Sea Food Production Company Limited to carry out the following activities

1. To establish and run Golden SeaFood Production Co., Ltd, the Republic of the Union of Myanmar, registering itself with the proper authorities;
2. To negotiate sign and implement all kinds of agreement and contracts concerned within the business scope of Golden SeaFood Production Co., Ltd and to amend or cancel same;
3. To do and perform all of any acts dealing with all or any persons or organizations concerned, including Banks, Taxation Offices, Custom Offices, Insurance Companies, Transportation Organizations, Legal Authorities, Government Departments and all kinds of business enterprises;
4. To represent Golden SeaFood Production Co., Ltd in law courts in any capacity up to the last degree of such courts, to lodge appeals or settle any disputes encountered by,
5. To employ employees or workers for the business of Golden SeaFood Production Co., Ltd or dismiss them as may be needed;

Ms. Ho Hsu , Yueh-Yuan
Managing Director

Golden Seafood Production Co., Ltd.

Plan No. (7), Industrial Zone (2), Min Gyi Ma Har Min Gaung Street,
Hlaing Thar Yar Township, Yangon, Myanmar
Tel: +95-1-709951 Fax: +95-1-684650

သို့

ဒါရိုက်တာအဖွဲ့ဝင်

Golden Seafood Production Co., Ltd
ရန်ကုန်မြို့။

ရက်စွဲ။ ၂၀၁၆ ခုနှစ်၊ ဒီဇင်ဘာလ(၃၁)ရက်။

အကြောင်းအရာ။ ။ဒါရိုက်တာအဖွဲ့ဝင် အဖြစ်မှ နုတ်ထွက်ခြင်း။

ကျွန်မ ဒေါ်ရန်ကြာလီ (LSO-185230) သည် အထက်ပါ ကုမ္ပဏီတွင်
ဒါရိုက်တာ အဖြစ် ပါဝင်ဆောင်ရွက်ခဲ့ပါသည်။

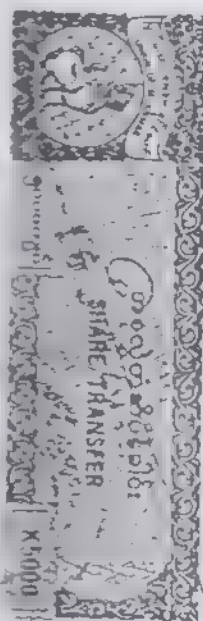
ယခုအခါကယ်ရေးကိုယ်တာကိစ္စများကြောင့်ကုမ္ပဏီ၏ လုပ်ငန်းများအား ဆက်
လက်ဆောင်ရွက်ရန် ဆန္ဒမရှိတော့ပါ၍ ဒါရိုက်တာ အဖြစ်မှ နုတ်ထွက်ခွင့်ပြုပါရန် တင်ပြ အပ်ပါသည်။

လေးစားစွာဖြင့်

Jim

0125

Transfer of Shares (Ad-7). docx



FORM XXVI

(125659

PARTICULARS OF DIRECTORS, MANAGERS AND MANAGING AGENTS AND OF ANY CHANGES THEREIN
(Myanmar Companies Act, See Section 87)

Name of Company :

GOLDEN SEAFOOD PRODUCTION CO., LTD

Presented by :

Mr. He Geng-Yan (M.D)

The Present Christian name or names of surnames	Nationality, National Registration Card No.	Usual Residential Address	Other Business Occupation	Changes
1. Mr. He, Geng - Yan	China 311446048	8F, No.5, Ln. 404, Jhong'an Rd., Siogang Dist., Kaohsiung City 812, Taiwan (R.O.C)	Merchant	Appointed as Managing Director w.e.f. 12.2016
2. Daw Nan Khan Laung	Myanmar 13/A YanNa(N) 110279	Industrial Zone(2), Mingyinnahar Min Khaung St, Nyaung Village, Hlaingtharyar Tsp, Yangon.	Merchant	Resigned from Managing Director and Appointed as Director w.e.f 12.2016
3. Daw Yan Kyet Lee	Myanmar LSO - 185230	Industrial Zone(2), Mingyinnahar Min Khaung St, Nyaung Village, Hlaingtharyar Tsp, Yangon	Merchant	Resigned from Director w.e.f 12.2016

NOTE .

(1) A Complete list of the Directors or Managers or Managing Agents shown as existing in the last particulars.

(2) A note of the changes since the last list should be made in the column for "Changes" by placing against the new Director's name the word "in place of" and by writing against any former Director's name the the word "deceased" "resigned" or as the case may be giving the date of change against the entry.

Dated this 16.1.2017.

Form (26)



Signature

Designation

MR HE GENG YAN

Managing Director

Golden Seafood Production Co., Ltd

Mega International Commercial Bank Co., Ltd.



兆豐國際商業銀行

Mega International Commercial Bank

308 CHUNG SHAN 1ST ROAD, KACHUNG, TAIWAN

TEL:

SWIFT ADDRESS: ICBCTWTP013

FAX NO: -

DATE: 12/08/2016

12/08/2016

CERTIFICATE OF BALANCE

AT THE CLOSE OF BUSINESS ON DEC. 08, 2016 OUR RECORDS SHOWED THE

FOLLOWING BALANCE(S) TO THE ACCOUNT OF H. PEPOL ENTERPRISE INC.

TYPE OF DEPOSIT/OPEN DATE	A/C NO.	AMOUNT
---------------------------	---------	--------

TAX-NO :	BNZ0015398	TWD *****9,510
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DETAILS ATTACHED

SAY N.T.DOLLARS NINE MILLION FIVE ~~THOUSAND~~ NINETEEN THOUSAND EIGHT
HUNDRED FORTY ONLY

(USD 1=TWD 31.68000 AS OF DEC. 08, 2016)
EQUAL TO USD 300,000.00

NOTE: THIS CERTIFICATE IS FOR CHECKING PURPOSE ONLY

For the Mega International Commercial Bank Co., Ltd.
12/08/2016

Tong Shue Hui
Authorized Signature

နံပါတ်သားစိစစ်ရေးကော်မရှင်
 နာမည် (အိ) ၁၁၀၂၂၉
 နံပါတ် ၁၆၂၂၀၀၆
 နေရပ် ခရီးလောင်း
 နေထိုင်မှု ဦးစီးဌာန
 နေရပ်လမ်း ၁၉၊ ၇၊ ၃၉၇
 လူမျိုး၊ တာသား မြန်မာ၊ နွေ
 အရပ် ၅၂၂၊ သွေးစာရင်း
 အခြားအချက်အလက်များ
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 အခြားအချက်အလက်များ

Handwritten signature

ကမ္ဘာတစ်ဝှမ်း Y 528793

သက်သေခံကတ်ပြားကမ္ဘာတစ်ဝှမ်း



အလုပ်အကိုင်

နေရပ်လိပ်စာ

ထိမ်းမြားမှု

Handwritten signature

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၁။ ဤကတ်ပြားကို အမြဲဆောင်ထားရမည်။

၂။ မျှော်လင့်တိုင်း၊ ထုတ်ခံသည့်အခါ သက်တမ်းမှာ ၆၀ နှစ်၊ ပြီးသည့်အခါမှ အသက် ၆၀ နှစ်အထိ ဖြစ်ပါသည်။

၃။ ဤကတ်ပြားကို အသက် () နှစ်ပြည့်လျှင် လဲလှယ်ရမည်။ ထုတ်ကွက်ပါက အရေးယူခြင်းမရှိပါ။

Negara Brunei Darussalam
The Int'l Business Companies Order, 2000

Memorandum And Articles Of Association
Of

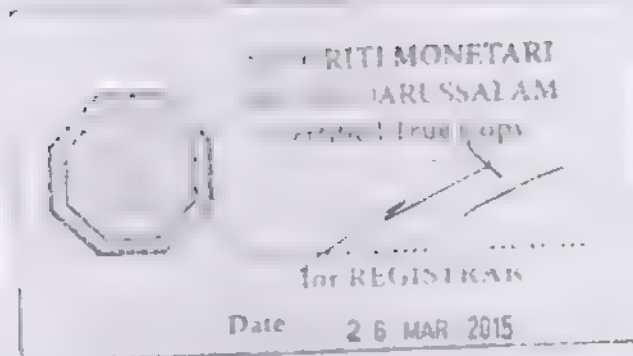
HOPEFUL ENTERPRISE INC.

+
60.1 200 12 201.

Negara Brunei Darussalam
The Int'l Business Companies Order, 2000

Memorandum And Articles Of Association
Of

HOPEFUL ENTERPRISE INC.



POWER POINT TRUST LIMITED
BRUNEI DARUSSALAM

THE INTERNATIONAL BUSINESS COMPANIES ORDER 2000

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

HOPEFUL ENTERPRISE INC.

A The name of the Company **HOPEFUL ENTERPRISE INC.**

B The registered office of the Company will be situated at 51, 5th Fl, Britannia House 11, Cator, BS8811, Bandar Seri Begawan, Brunei Darussalam

C The objects for which the Company is established are: -

- (1) To import, export, buy, sell, exchange, barter, let on hire, distribute, purchase, and carry on business as general merchants, and otherwise deal in and turn to account goods, materials, commodities, produce and merchandise generally in their prepared, manufactured, semi-manufactured
- (2) To manufacture, construct, assemble, design, repair, refine, develop, alter, convert, treat, prepare, treat, render marketable, process and otherwise produce materials, fuels, chemicals, substances and industrial, commercial and consumer products of all kinds
- (3) To purchase or otherwise acquire, issue, re-issue, sell, place shares, stocks, bonds, debentures and securities of all kinds.
- (4) To act as a promoter, subscriber, director, officer, secretary or member of any body corporate or unincorporated or other entity or similar entity of whatever nature and wherever situated, and without limitation to act as a partner, whether admitted or general and without limitation to hold any position, office, appointment, membership.
- (5) To act as a broker, attorney, agent, consultant, adviser, manager, stakeholder, or proxy or any other entity, or relationship, whether having legal personality or not PROVIDED that nothing herein shall authorise the Company to carry on the business of Banking or Insurance, nor to act as a Trustee of any Trust
- (6) To establish, promote, or associations for the prosecution or execution of undertakings, works, projects, or business or investment enterprises of any

description, whether of a private or public character, in Brunei or elsewhere, and to acquire, underwrite and dispose of shares and interests in such companies or associations, or in any other company or associations, or in the undertakings thereof.

- (7) To carry on business as secretaries, business and office managers, and to provide a telephone answering service for clients and others, and without limitation to provide services in connection with the reception and forwarding of messages and information by telephone, facsimile, electronic mail, telegrams, letters, radio and by any other means whatsoever.
- (8) For the purposes of the Company to hold, deal with, manage, direct the management of, buy, sell, exchange, mortgage, charge, lease, dispose of, or grant any right or interest in over or upon any real or personal property of any kind whatsoever, including contingent and reversionary interests in any property to undertake and carry on any business undertaking or transaction.
- (9) For the purposes aforesaid to initiate, apply for, acquire and hold any charters, Acts of Parliament, privileges, monopolies, licences, concessions, patents or other rights, powers or orders from the Government of Brunei Darussalam or from any other government or state, or any local or other authority in any part of the world and to exercise carry on and work any powers rights or privileges so obtained and to constitute or incorporate the company as an anonymous or other society in a foreign country or state.
- (10) To carry on the business of a holding company and for that purpose to acquire and hold either in the name of the Company or in that of any nominee securities of all kinds, including shares, stocks debentures, debenture stocks, bonds, notes, obligations and securities issued or guaranteed by any Company or any other legal entity wherever incorporated, formed or carrying on business, and debentures, debenture stocks, bonds, notes, obligations and securities issued or guaranteed by any government, sovereign ruler, commissioners, public body or authority supreme, dependent, municipal, local or otherwise in any part of the world
- (11) To enter into or be a party to any transaction or document, to acquire, hold, dispose of or deal with any information or rights or property of any kind, and to acquire, hold, dispose of or deal with the whole or any part of the undertaking of any other company, association or business.
- (12) To procure its registration or recognition and establish a representative office, agency or branch in any manner and in any place outside Brunei Darussalam.

- (13) To make gifts and donations, which may lawfully be made, whether the same may or may not be for the purpose of advancing its business.
- (14) To do any of the things which it may do in association with any other person and as principal or agent or as nominee or for its own benefit.
- (15) To do all such other acts, deeds, matter and things as are incidental or conducive to the exercise of the objects and powers of the company.
- (16) To do all other things which are contemplated by, and either specifically permitted or not prohibited by or under the International Business Companies Order 2000 or the regulations or otherwise by any written law of Brunei Darussalam.

I Exclusions

The company may not:

- (a) carry on business with persons resident in Brunei Darussalam;
- (b) own an interest in land situated in Brunei Darussalam, other than such a lease as is referred to in subsection (3) (e);
- (c) carry on banking business unless licensed to do so under the International Banking Order, 2000;
- (d) carry on any business which constitutes international insurance business unless licensed to do so under the International Insurance and Takaful Order, 2002 (S 43/02);
- (e) carry on any business of providing the registered office for companies;
- (f) provide any international business services as defined in the Registered Agents and Trustees Licensing Order, 2000, unless licensed to do so under that Order; or
- (g) carry on any international business, investment or financial activity requiring a licence under the Mutual Funds Order, 2001 (S 18/01) or the Securities Order, 2001 (S 31/01) without an appropriate licence or consent under those Orders.

E The liability of the members is limited

F Shares in the Company shall be issued in the currency of the United States of America. The share capital of the Company is US\$1,000,000.00 divided into 1,000,000 shares of US\$1.00 par value each with a thumb hereby granted to the director(s) from time to time to fix by resolution any such designations, powers, preferences, rights, qualifications, limitations or restrictions as are not fixed by this Memorandum but subject to the terms and conditions hereof

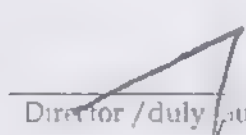
This Memorandum, pursuant to s. 5(6) of the Order, upon registration shall bind the Company and its members as if it were a part of the Order.

Power Point Trust Limited of 51 5th Fl. Britannia House, Jln. Cator, BS8811, Bandar Seri Begawan, Brunei Darussalam, a company duly licensed pursuant to the provisions of the Companies and Trustees Licensing Order, 2000, being desirous of forming a company limited by shares in pursuance of this memorandum of association and the Order,

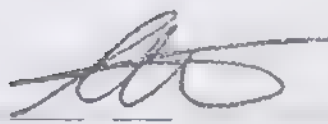
HEREBY DESCRIBES for One Ordinary share of one US Dollar (US\$1.00) each in the capital of the company

Dated this the **24 MAR 2015**

SIGNED for and on behalf of Power Point Trust Limited by CHANG, PI-CHU.


Director / duly authorized officer

Witness: YEH, SU-LING
Occupation: Director
Address: 51, 5th Fl., Britannia House, Jln
Cator, BS8811, Bandar Seri
Begawan, Brunei Darussalam



ARTICLES OF ASSOCIATION

OF

HOPEFUL ENTERPRISE INC.

COMPANY LIMITED BY SHARES

PRELIMINARY

1 In these regulations - 'the Order' means the International Business Companies Order 2011. When any provision of the Order is referred to, the reference is to that provision as modified by any statute for the time being in force.

Unless the context otherwise requires, a section refers to a section of the Order, and expression defined in the Order or any statutory modification thereof in force on the date at which these regulations become binding on the company shall have the meaning so defined.

SHARES

2 Subject to the provisions, if any, in that behalf of the memorandum of association, and subject to any special rights previously conferred on the holders of existing shares, any shares may be issued with such preferred, deferred, or other special rights, or such restrictions, as the directors may determine. The return on share capital, or otherwise, as the directors or the company may from time to time determine, and any preference share may be issued on the terms that it is, or at the option of the company is liable, to be redeemed.

3 If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may be varied with the consent in writing of the holder of three-fourths of the issued shares of that class or with the sanction of an extraordinary resolution passed at a separate general meeting of the holders of the shares of the class. For the purpose of such a general meeting, the provisions of the regulations relating to general meetings shall apply, but so that the necessary quorum shall be one person at least, and that a person representing by proxy one third of the issued shares of the class and that any holder of shares of that class present in person or by proxy may demand a poll.

4 Every person whose name is entered as a member in the register of members shall, without payment, be entitled to a certificate under the seal of the company specifying the share or shares held by him and the amount paid up thereon, provided that in respect of a share or shares held jointly by several persons the company shall be bound to issue more than one certificate. The delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all.

5 If a share certificate is defaced, lost or destroyed, it may be renewed on payment of such fee, if any, not exceeding fifty dollars, and on such terms, if any, as to evidence and indemnity as the directors think fit.

2. No part of the funds of the company shall directly or indirectly be employed in the purchase of shares or in loans upon the security of, the company's shares, but nothing in this regulation shall prevent the company from entering into transactions the provision of financial assistance and the purchase by the company of its own shares which are hereby expressly permitted as mentioned in sections 53 and 54.

LIEN

The company shall have a lien on every share (not being a fully paid share) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that share, and the company shall also have a lien on all shares (other than fully paid shares) standing registered in the name of a single person for all moneys presently payable by him or his estate to the company. The directors may at any time declare any share to be wholly or in part exempt from the provisions of this regulation. The company's lien if any on a share extends to all dividends payable thereon.

The company may sell, in such manner as the directors think fit, any shares on which the company has a lien, but no sale shall be made unless some sum in respect of which the lien exists is presently payable, nor until the expiration of fourteen days after a notice in writing, stating the amount of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share, or the person entitled thereto by reason of his death or bankruptcy.

In effect to any such sale the directors may authorise some person to transfer the shares to the purchaser thereof. The purchaser shall be registered as the holder of the shares and he shall not be bound to see to the application of the purchase money, nor shall the title to the shares be affected by any irregularity or invalidity in the sale.

The proceeds of the sale shall be received by the company and applied in payment of the sum in respect of which the lien exists as is presently payable, and the residue, if any, shall be paid to the person entitled to the shares at the date of the sale.

CALLS ON SHARES

11. The directors may from time to time make calls upon the members in respect of any moneys unpaid on their shares and each member shall (subject to receiving at least fourteen days' notice specifying the time or times of payment) pay to the company at the time or times specified the amount called on his shares.

12. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

13. If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest upon the sum at the rate of five dollars per cent per annum from the day appointed for the payment thereof to the time of the actual payment, but the directors shall be at liberty to waive payment of that interest wholly or in part.

14 The provisions of these regulations as to the liability of joint holders and as to payment of interest shall apply in the case of non-payment of any sum which, by the terms of issue of a share becomes payable at a fixed time, whether on account of the amount of the share, or by way of premium, as if the same had become payable by virtue of a call duly made and notified.

15 The directors may make arrangements on the issue of shares for a difference between the holders in the amount of calls to be paid and in the times of payment.

16 The directors may, if they think fit, receive from any member willing to advance the same all or any part of the moneys uncalled and unpaid upon any shares held by him; and upon all or any of the moneys so advanced may (until the same would, but for such advance, become presently payable) pay interest or a surcharge at such rate as may be agreed upon between the member paying the sum in advance and the directors

TRANSFER AND TRANSMISSION OF SHARES.

17 The instrument of transfer of any share shall be executed by or on behalf of the transferor and transferee, and the transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.

18 Shares shall be transferred in the following form, or in any usual or common form which the directors shall approve -

I, A, B., of
sum of \$ paid to me by C. D. in consideration of the
of
(hereinafter called the said transferee) do
transfer to the said transferee the share [or shares]
number to in the undertaking called
, to hold unto the said transferee, subject to the
several conditions on which I hold the same and I, the said transferee, do hereby agree to
take the said share [or shares] subject to the conditions aforesaid. As witness our hands the
day of Witness to the signatures of & etc.

19 The directors may decline to register any transfer of shares, not being fully paid shares, to a person of whom they do not approve and may also decline to register any transfer of shares on which the company has a lien. The directors may also suspend the registration of transfers for a period not exceeding fourteen days in any one year subject to the directors having given to all shareholders such notice of intention to suspend registration as aforesaid as shall in their opinion be efficacious and reasonable. The directors may decline to recognise any instrument of transfer unless it is accompanied by a certificate of title as required by section 50, the certificate of the shares to which it relates and such other evidence as the directors may reasonably require (a) to show the right of the transferor to make the transfer and (b) in respect of such information relating to the transferee as the directors may require in respect of identification and due diligence in respect of the transferee

If the directors refuse to register a transfer of any shares, they shall within two months after the date on which the transfer was lodged with the company send to the transferee notice of the refusal.

20 The legal personal representatives of a deceased sole holder of a share shall be the only persons recognised by the company as having any title to the share. In the case of a share held in the names of two or more holders, the survivors or survivor, or the legal personal representatives of the deceased survivor, shall be the only persons recognised by the company as having any title to the share.

21 Any person becoming entitled to a share in consequence of the death or bankruptcy of a member shall, upon such evidence being produced as may from time to time be properly required by the directors, have the right either to be registered as a member in respect of the share or, instead of being registered himself, to make such transfer of the share as the deceased or bankrupt person could have made, but the directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the share by the deceased or bankrupt person before the death or bankruptcy.

22 A person becoming entitled to a share by reason of the death or bankruptcy of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the company.

FORFEITURE OF SHARES

23 If a member fails to pay any call or instalment or a call on the day appointed for payment thereof, the directors may, at any time thereafter during such time as any part of such call or instalment remains unpaid, serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued.

24 The notice shall name a further day (not earlier than the expiration of fourteen days from the date of the notice) on or before which the payment required by the notice is to be made, and shall state that in the event of non-payment at or before the time appointed the shares in respect of which the call was made will be liable to be forfeited.

25 If the requirements of a written notice as aforesaid are not complied with, any shares in respect of which the notice has been given may at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the directors to that effect.

26 A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the directors think fit, and at any time before a sale or disposition the forfeiture may be cancelled on such terms as the directors think fit.

27 A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but notwithstanding remain liable to pay to the company all moneys which, on the date of forfeiture, were payable by him to the company in respect of the shares, but his liability shall cease if and when the company receive payment in full of the nominal amount of the shares.

28 A certificate that person giving the same is a director of the company, and that a statement in writing that the company has been duly entered on a date stated in the declaration shall be prima facie evidence of the facts therein stated as against all persons claiming to be entitled to the share. The company may receive the consideration, if any, given for the share on any sale or disposition.

which the new shares bear to shares held by persons entitled to an offer of new shares,) cannot, in the opinion of the directors, be conveniently offered under this article

The new shares shall be subject to the same provisions with reference to the payment of dividends, transfer, transmission, forfeiture and otherwise as the shares in the original share capital

The company may by resolution increase, cancel part of or alter its capital in any manner permitted by section 43

The company may by 75 percent resolution and subject to compliance with section 44 reduce its share capital and any capital redemption reserve fund in any permitted manner.

GENERAL MEETINGS

39. A general meeting shall be held within 18 months of the date of registration of the company and thereafter once in every calendar year at such time (not being more than fifteen months after the holding of the last preceding general meeting) in such manner and in such place as may be decided by the directors and a member shall be deemed to be present at a meeting if he participates by telephone, video-conferencing facility or other electronic means and all members participating in the meeting are able to hear each other

The abovementioned general meetings shall be called ordinary general meetings, and all other general meetings shall be called extraordinary general meetings.

The directors may, whenever they think fit, convene an extraordinary general meeting, and such meetings shall also be convened on such requisition, or, in default may be convened by the members as provided by section 82

GENERAL MEETINGS, WRITTEN CONSENTS OF MEMBERS

42. Subject to section 83 including provisions as to waiver of notice by members the directors shall give to those persons whose names, on the date the notice is given, appear as members of the share register, not less than seven days notice of meetings (exclusive of the day on which the notice is served or deemed to be served, but inclusive of the day for which notice is given) specifying the manner, the place, the day and the hour of meeting

43. Subject to these regulations any action that may be taken by members at a meeting of members may be taken by a resolution or 75 percent resolution (as the case may be) of members consented to in writing or by telex, telegram, cable or other written electronic communication without the need for any notice.

CORPORATIONS ACTING BY REPRESENTATIVES AT MEETINGS

44. Any corporation which is a member of the company may by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the company, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual member of the company

47. The number of directors shall be determined in writing by a majority of the subscribers to the memorandum. Until otherwise so determined there shall be not less than one and not more than five directors.

48. The remuneration of the directors shall from time to time be determined by the company in general meeting.

POWERS AND DUTIES OF DIRECTORS

49. The business of the company shall be managed by the directors who may pay all expenses incurred in getting up and registering the company, and may exercise all such powers of the company as are not by the Order, or by these articles required to be exercised by the company in general meeting, subject nevertheless to any regulation of these articles, to the provisions of the Order, and to such regulations being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by the company in general meeting, but no regulation made by the company in general meeting shall invalidate any prior act of the directors which would have been valid if the regulation had not been made.

48. The directors shall cause minutes to be made in books provided for the purpose -

- (a) of all appointments of officers made by the directors;
 - (b) of the names of the directors present at each meeting of the directors and of any committee of the directors
- the proceedings at all meeting of the company, and of the directors,
- the names of the directors

SEAL

49. It shall not be required that the company adopt a common seal, and any instrument document act deed matter or thing signed and attested as required by the Order shall be binding on the company, but if a seal is so adopted then it shall not be affixed to any instrument except by the authority of a resolution of the board of directors, and in the presence of a director and of the secretary or such other person as the directors may appoint for purpose, and that director and the secretary or other person as aforesaid shall sign every instrument to which the seal of the company is so affixed in their presence.

DISQUALIFICATION OF DIRECTORS

50. The office of director shall be vacated, if the director -

- (a) becomes bankrupt;
- (b) becomes prohibited from being the director by reason of any order made under the Order;

is sound lunatic or becomes of unsound mind ;

(d) resign his office by notice in writing to the company ; or

(e) is directly or indirectly interested in any contract with the company and wilfully fails to declare his interest in manner required by the Order.

A director may vote in respect of any contract in which he is interested or any matter arising thereout subject to his declaring his interest before voting.

APPOINTMENT

51. At any time and from time to time, the company may (without prejudice to the powers of the directors under these regulations) by resolution appoint any person a director (but so that the maximum number of directors fixed in accordance with these regulations is not exceeded) and determine the period for which such person is to hold office.

52. The directors shall have power at any time and from time to time to appoint any person to be a director either to fill a casual vacancy or as an addition to the existing directors, but so that the total number of directors shall not at any time exceed the number fixed in accordance with these regulations, and determine the period for which such person is to hold office.

53. The company may from time to time by resolution increase or reduce the number of directors.

ALTERNATE DIRECTORS

54. (1) Each director shall have power from time to time to nominate any person who has been approved for the purpose by a majority of the other directors to act as his alternate director and at his discretion to remove such alternate director.

(2) An alternate director shall be entitled to receive notices of all meetings of the directors and to attend speak and vote at any such meeting of which his appointor is not present.

55. The company may by resolution remove any director before the expiration of his period of office and may by resolution appoint another person in his stead. A person so appointed shall hold office for the same period and shall be deemed to have become a director on the day on which the director whose appointment was last elected as director.

PROCEEDINGS OF DIRECTORS

56. The directors may meet together for the dispatch of business, adjourn, and otherwise regulate their meetings, as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the chairman shall have a second or casting vote. A director may, and the secretary on the requisition of a director shall, at any time summon a meeting of the directors.

57 A resolution in writing signed or approved by letter telegram facsimile or electronic means creating a permanent record (and in any case entered in its minute book of the company by each director or his alternate) shall be as valid and effectual as if it had been passed at a meeting of the directors duly convened and held and when signed may consist of several documents each signed by one or more of the persons aforesaid.

58 The quorum necessary for the transaction of the business of the directors may be fixed by the directors and unless so fixed shall, when the number of directors exceeds one, be two

59 The continuing directors may act notwithstanding any vacancy in their body, but if and so long as their number is reduced below the number fixed by or pursuant to the regulations of the company as the necessary quorum of directors, the continuing directors may act for the purpose of increasing the number of directors to that number, or of summoning a general meeting of the company, but for no other purpose.

60 The directors may elect a chairman of their meetings and determine the period for which he is to hold office, but if so such chairman is elected, or if at any meeting the chairman is not present within 5 minutes after the time appointment for holding the same the directors present may choose one of their number to be chairman of the meeting

61 (a) The directors may by resolution delegate any of their powers to committees consisting of such person or persons whether or not a member or members of their body as they think fit any committee so formed shall in the exercise of the powers so delegated conform to any restrictions on their powers or any regulations that may be imposed on them by the directors

The directors may by resolution appoint any person including a director, to be an officer or agent of the company and subject hereto each officer or agent so appointed shall exercise the powers including the power and authority to execute and comply with all orders of the directors as the agent of the company or to affix the common seal (if any) of the company in the manner set forth in the resolution of directors pursuant to which he is acting

(c) No officer or agent shall have power or authority with respect to any matter which is required by the Order requires a resolution of directors

(d) The directors may, in the resolution appointing an agent authorise the agent to appoint one or more substitutes or delegates to exercise some or all of the powers of the agent conferred by section 76 and this regulation

(e) The directors may by resolution remove an officer or agent appointed under this regulation or revoke or vary a power conferred upon him hereby.

62 A committee may elect a chairman of its meetings if no such chairman is elected or if at any meeting the chairman is not present within 5 minutes after the time appointed for holding the same, the members present may choose one of their number to be chairman of the meeting

63 A committee may meet and adjourn as it thinks proper Questions arising at any meeting shall be determined by a majority of votes of the members present and in case of equality of votes the chairman shall have a second or casting vote All acts done by any meeting of the directors or of a committee of directors, or by any person acting as a director, shall, notwithstanding that the

afterwards discovered that there was some defect in the appointment of any such directors or persons acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a director.

ACCOUNTS

64. The directors shall cause proper books of account to be kept with respect to all sums of money received and expended by the company and the matters in respect of which the receipt or expenditure takes place, all sales and purchases of goods by the company, and the assets and liabilities of the company.

65. The books of account or up-to-date and complete copies thereof shall be kept at the registered office of the company and shall always be open to the inspection of the directors.

66. The directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the company, or any of them shall be open to the inspection of members not being directors, and no member (not being a director) shall have any right of inspection any account or book or document of the company except as conferred by statute or authorised by the directors or by the company in general meeting.

67. The directors shall from time to time in accordance with section 93 cause to be prepared and to be laid before the company in general meeting such accounts, records and returns as are referred to in that section.

The directors shall cause the accounts (including every document required by law to be annexed thereto) to be laid before the company in general meeting together with a copy of the auditor's report, and shall not less than twenty-four hours before the date of the meeting be sent to the persons entitled to receive notices of general meetings of the company.

AUDIT

69. Pursuant to section 96 of the Order the company need not appoint an auditor. If an auditor is appointed he shall be an approved auditor and his duties shall be regulated and conducted in accordance with the Order and any other applicable written law.

NOTICES

70. The company may give a notice to any member either personally or by sending it by post or successful facsimile or other electronic means capable of confirming receipt of the notice. If a notice is sent by post service shall be deemed to be effected by properly addressing, prepaying, and posting a letter containing the notice, and to have been effected at the expiration of five days after the letter containing the same was posted.

71. If a member has no registered address for the giving of notices to him, a notice addressed to him at his last known address shall be deemed to have been given to him on the 6th day after posting.

72 Notice of every general meeting shall be given in manner hereinbefore authorised to every member except those members who (having no registered address) have not supplied to the company an address for the giving of such notices to them. No other persons other than the auditor (if appointed) shall be entitled to receive notices of general meetings.

DIVIDENDS AND RESERVE

73 The company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the directors.

74 The directors may from time to time pay to the members such interim dividends as appear to the directors to be justified by the profits of the company.

75 No dividend shall be paid otherwise than out of profits save as otherwise permitted by sections 57 and 58.

76 Subject to the rights of persons (if any) entitled to shares with special rights as to dividends, dividends shall be declared and paid according to the amounts paid on the shares, but if anything is paid up on any of the shares in the company dividends may be declared according to the amounts of the shares. No amount paid on a share in advance of calls or in respect of interest, be treated for the purposes of this article as paid on the share.

The directors may, before recommending any dividend, set aside out of the profits such sums as they think proper as a reserve or reserves which shall, at the discretion of the directors, be applicable for meeting contingencies or for equalising dividends. It is hereby resolved that the profits of the company may be properly applied, and pending the decision of the directors at the like discretion, either be employed in the business of the company or in making such investments (other than shares of the company) as the directors may from time to time think fit.

78 If several persons are registered as joint holders of any share, any one of them may give effectual receipts for any dividend or other moneys payable on or in respect of the share.

79 Any dividend may be paid by cheque or warrant sent through the post to the registered address of the member or person entitled thereto or in the case of joint holders to any one of the joint holders at his registered address or to such person and such address as the member or person entitled or such joint holders as the case may be may direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent or to the order of such other person as the member or person entitled or such joint holders as the case may be may direct.

80 No dividend shall bear interest against the company.

Reference File: AMBD/REG/NBD/14310

AMBD Receipt

No : RALS2015032601244
(US\$500.00)

Date : 26th March 2015

Authorised Signature

[Handwritten Signature]
.....

Date

.....

မြန်မာနိုင်ငံကုမ္ပဏီများအက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီ

ပိုင်းဒင်းစီးဖု(လ်) ပရိဒတ်ရှင်း ကုမ္ပဏီ လီမိတက်

၏

သင်းဖွဲ့မှတ်တမ်း

နှင့်

သင်းဖွဲ့စည်းမျဉ်းများ



THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Memorandum Of Association

AND

Articles Of Association

OF

GOLDEN SEAFOOD PRODUCTION COMPANY LIMITED

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီ

ဂိုလင်းဒင်းစီဖုဒ် ပရိသတ်ရှင်း ကုမ္ပဏီလီမိတက်

၏

သင်းဖွဲ့မှတ်တမ်း

၁။ ကုမ္ပဏီ၏ အမည်သည် ဂိုလင်းဒင်းစီဖုဒ် ပရိသတ်ရှင်း ကုမ္ပဏီ လီမိတက် ဖြစ်ပါသည်။

၂။ ကုမ္ပဏီ၏ မှတ်ပုံတင် အလုပ်တိုက်သည် ပြည်ထောင်စု မြန်မာနိုင်ငံတော်အတွင်း တည်ရှိရမည်။

၃။ ကုမ္ပဏီ တည်ထောင်ရခြင်း၏ ရည်ရွယ်ချက်များမှာ တစ်ဖက်စာမျက်နှာပါအတိုင်းဖြစ်ပါသည်။

၄။ အစုဝင်များ၏ ပေးရန်တာဝန်ကို ကန့်သတ်ထားသည်။

၅။ ကုမ္ပဏီ၏ သတ်မှတ်မတည်ခွင့်ရင်းသည် ကျပ် အမေရိကန်ဒေါ်လာ ၅၀၀၀၀ /-(
အမေရိကန်ဒေါ်လာ ငါးသောင်းတိတိ) ဖြစ်၍ ငွေအမေရိကန်ဒေါ်လာ ၀၀ /-(
အမေရိကန်ဒေါ်လာတစ်ဆယ့်တိတိ) တန် အစုရှယ်ယာပေါင်း (၅၀၀၀) ခွဲထားပါသည်။ ကုမ္ပဏီ၏
ရင်းနှီးငွေကို ကုမ္ပဏီ၏ စည်းပုဒ်များနှင့် သက်ဆိုင်ရာဝင် တည်ဆဲဖြစ်နေသော တရားဥပဒေ အထောက်အကူ
ပဌာန်းချက်များနှင့်အညီ သင်းလုံးကွက် အသီးအစေး၌ တိုးမြှင့်နိုင်ခွင့်၊ လျှော့ချနိုင်ခွင့်နှင့် ပြင်ဆင်နိုင်ခွင့်
အာဏာရှိစေရမည်။

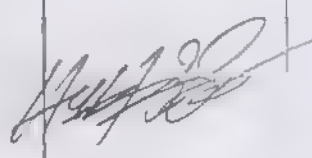

ပြည်ထောင်စုခြင်း၏ ရည်ရွယ်ချက်များမှာ

၁။ ပြည်ထောင်စု ဝဏ္ဏန်းပျော့နှင့်ပုဂ္ဂိုလ် ထုတ်လုပ်ခြင်းနှင့် ဖြန့်ဖြူးခြင်းလုပ်ငန်း။

၇။ ကုမ္ပဏီမှ သင့်တော်လျှောက်ပတ်သည်ဟု ယူဆပါက ကုမ္ပဏီ၏ စီးပွားရေးလုပ်ငန်းတွင် အကျိုးရှိ စေရန် အတွက် မည်သည့်ပုဂ္ဂိုလ်၊ စီးပွားရေးအဖွဲ့အစည်း၊ ကုမ္ပဏီ၊ ဘဏ်၊ သို့မဟုတ်၊ ငွေကြေး အဖွဲ့အစည်း ထံမှမဆို ငွေချေးယူရန်။

ခြွင်းချက်။ ကုမ္ပဏီသည် အထက်ဖော်ပြပါ ရည်ရွယ်ချက်များကို ပြည်ထောင်စုသမ္မတနိုင်ငံတော် အတွင်း၌ ဖြစ်စေ၊ အခြားမည်သည့် အရပ်ဒေသ၌ဖြစ်စေ၊ အချိန်ကာလအလိုက် တည်မြဲနေသော တရားဥပဒေများ၊ အမိန့်ကြော်ငြာစာများ၊ အမိန့်များက ခွင့်ပြုထားသည့် လုပ်ငန်းများမှအပ အခြားလုပ်ငန်း များကို လုပ်ကိုင်ဆောင်ရွက်ခြင်းမပြုပါ။ ထို့အပြင် ပြည်ထောင်စု သမ္မတမြန်မာနိုင်ငံတော်အတွင်း၌ အချိန် ကာလအားလျော်စွာ တည်မြဲနေသည့် တရားဥပဒေ ပြဋ္ဌာန်းချက်များ၊ အမိန့်ကြော်ငြာစာများ၊ အမိန့်များနှင့် လျော်ညီသင့်တော်ခြင်း သို့မဟုတ်၊ ခွင့်ပြုထားခြင်းရှိမှသာလျှင် လုပ်ငန်းများကို ဆောင်ရွက်မည်ဟု ခြွင်းချက်ထား ရှိပါသည်။

အောက်တွင် အမည် နိုင်ငံသား နေရပ်နှင့် အကြောင်းအရာစုံလင်စွာပါသော ဇယားပေါ်
လက်မှတ်ရေးထိုးသူကျွန်ုပ်တို့ ကိုယ်စီကိုယ်တိုင်သည် ဤသင်းဖွဲ့မှတ်တမ်းအရ ကုမ္ပဏီတစ်ခုဖွဲ့စည်းရန် လိုက်နာသည့်
အလျောက် ကျွန်ုပ်တို့၏ အမည်အသီးသီးနှင့် ယှဉ်တွဲ၍ပြထားသော အစုရှယ်ယာများကို ကုမ္ပဏီ၏ ပထမ
ရင်းနှီးငွေတွင် ထည့်ဝင်ရယူကြရန် သဘောတူကြပါသည်။

စဉ်	အစုထည့်ဝင်သူများ၏အမည်၊ နေရပ်လိပ်စာနှင့်အလုပ်အကိုင်	နိုင်ငံသားနှင့် အမျိုးသား မှတ်ပုံတင်အမှတ်	ဝယ်ယူသော အစုရှယ်ယာ ဦးရေ	ထိုးမြဲလက်မှတ်
1.	Hopeful Enterprise Inc Represented by Ms. Ho Hsu, Yueh - Yuan Rm 51, 5th Floor, Britannia House, Jalan Cator Bandaseri Begawan BS8811, Negara Brunei Darussalam	China 307020621	80	
2.	Daw Nan Khan Laung Industrial Zone (2), Mingyimahar Min Kaung St, Nyaung Village, Hlaingtharyar Township, Yangon.	Myanmar 13/LaYaNa(N) 110279	20	

ရန်ကုန်။

နေ့စွဲ။

၂၀၁၅ ခုနှစ်။

စာတံ လာ။

စာရက်။

အထက်ပါလက်မှတ်ရှင်များသည် ကျွန်ုပ်တို့၏ရှေ့မှောက်တွင်
လက်မှတ်ရေးထိုးကြပါသည်။

U Sein Win

Certified Public Accountant
C.P.A Registration No. ၁၁၁၁

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီ

ဂိုလင်းဒင်းစီဖုဒ် ပရိုဒတ်ရှင်း ကုမ္ပဏီ လီမိတက်

၏

သင်းဖွဲ့စည်းမျဉ်းများ

- ၁။ ဤသင်းဖွဲ့စည်းမျဉ်းနှင့် လိုက်လျောညီထွေမဖြစ်သည့် စည်းမျဉ်းများမှအပ မြန်မာနိုင်ငံ ကုမ္ပဏီများအက်ဥပဒေ၊ နောက်ဆက်တွဲ ပထမ အယူအဆ 'က' ပါစည်းမျဉ်းများသည် ဤကုမ္ပဏီနှင့် သက်ဆိုင်သည်စေရမည်။ မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေပုဒ်မ ၁၇ (၂) တွင် ဖော်ပြပါရှိသည့် မလိုက်နာ မနေရ စည်းမျဉ်းများသည် ဤကုမ္ပဏီနှင့် အစဉ်သဖြင့် သက်ဆိုင်စေရမည်။

အများနှင့် မသက်ဆိုင်သော ကုမ္ပဏီ

- ၂။ ဤကုမ္ပဏီသည် အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီဖြစ်၍ အောက်ပါ သတ်မှတ်ချက်များသည် အကျိုးသက်ရောက်စေရမည်။
- (က) ဤကုမ္ပဏီက ခန့်အပ်ထားသော ဝန်ထမ်းများမှအပ ဤကုမ္ပဏီ၏ အစုရှင် အစေ့အတွက်လုံးဝ ဝင်ရန် အထိသာကန့်သတ်ထားသည်။
 - (ခ) ဤကုမ္ပဏီ၏အစုရှယ်ယာ သို့မဟုတ် ဒီဘင်ချာ သို့မဟုတ် ဒီဘင်ချာစတော့(ခ) တစ်ခုခုအတွက် ဝင်ရန် အများပြည်သူတို့အား ကမ်းလှမ်းခြင်း မပြုလုပ်ရန် တားမြစ်ထားသည်။

'မ'တည်ရင်းနှီးငွေနှင့် အစုရှယ်ယာ

- ၃။ ကုမ္ပဏီ၏ သတ်မှတ်မတည်ငွေရင်းသည် ကျပ်အမေရိကန်ဒေါ်လာ ၅၀၀၀၀ / / အမေရိကန်ဒေါ်လာငါးသောင်းတိတိ) ဖြစ်၍ ငွေအမေရိကန်ဒေါ်လာ ၁၀ / အမေရိကန်ဒေါ်လာ တစ်ဆယ့် တိတိ) တန်အစုရှယ်ယာပေါင်း (၅၀၀၀) ခွဲထားပါသည်။ ကုမ္ပဏီ၏ရင်းနှီးငွေကို ကုမ္ပဏီ၏ စည်းမျဉ်းများနှင့် လက်ရှိတရားဝင်တည်ဆဲဖြစ်နေသော တရားဥပဒေဥပဒေစိုးမိုးမှုများနှင့် အညီ အထွေထွေသင်းလုံးကွတ်အစည်းအဝေး၌ တိုးမြှင့်နိုင်ခွင့် လျှော့ချနိုင်ခွင့် ပြင်ဆင်နိုင် ခွင့် ရှိစေရမည်။
- ၄။ မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေပါ ပြဌာန်းချက်များကို မထိခိုက်စေလျက် အစုရှယ်ယာများသည် ဒါရိုက်တာများ၏ကြီးကြပ်ကွပ်ကဲမှုအောက်တွင် ရှိစေရမည်။ ၎င်းဒါရိုက်တာများသည် သင့်လျော်သော ပုံစံဖြင့် သတ်မှတ်ချက်အခြေအနေ တစ်စုံတစ်ရာဖြင့်အစုရှယ်ယာများကို ခွဲဝေချထားခြင်း သို့မဟုတ် ထုခွဲရောင်းချ တို့ကိုဆောင်ရွက်နိုင်သည်။

- ၅။ အစုရှယ်ယာ လက်မှတ်များကို အထွေထွေမန်နေဂျာ သို့မဟုတ် ဒါရိုက်တာအဖွဲ့ကသတ်မှတ်သည့် အခြားပုဂ္ဂိုလ်များက လက်မှတ်ရေးထိုး၍ ကုမ္ပဏီ၏ တံဆိပ် ရိုက်နှိပ် ထုတ်ပေးရမည်။ အစုရှယ်ယာ လက်မှတ်သည် ပုံပန်းဖျက်ခြင်း ပျောက်ဆုံးခြင်း၊ သို့မဟုတ် ဖျက်စီးခြင်းဖြစ်ပါက အစိုးအစပြင့် ပြန်လည်အသစ်ပြုလုပ်ပေးမှုကို သော်လည်းကောင်း၊ ဒါရိုက်တာများက သင့်လျော်သည်ဟု ယူဆသော အခြားသက်သေခံ အထောက်အထား တစ်စုံတစ်ရာကို တင်ပြ စေ၍သော်လည်းကောင်းထုတ်ပေးနိုင်သည်။ ကွယ်လွန်သွားသော အစုရှယ်ယာရှင်တစ်ဦး၏ တရားဝင်ကိုယ်စား လှယ်ကို ဒါရိုက်တာ များကအသိအမှတ်ပြုပေးရမည်ဖြစ်သည်။
- ၆။ ဒါရိုက်တာများသည် အစုရှင်များက ၎င်းတို့၏ အစုရှယ်ယာများအတွက် မပေးသွင်းရသေးသော ငွေများကို အခါ အားလျော်စွာတောင်းဆိုနိုင်သည်။ အစုရှင်တိုင်းကလည်း ၎င်းတို့ထံတောင်းဆိုသည့် အကြိမ်တိုင်းအတွက် ဒါရိုက်တာ များက သတ်မှတ်သည့်အချိန်နှင့်နေရာတွင် ပေးသွင်းစေရန် တာဝန်ရှိစေရမည်။ ဆင့်ခေါ်မှုတစ်ခုအတွက် အရပ်က ပေးသွင်းစေခြင်း၊ သို့မဟုတ် ပယ်ဖျက်ခြင်း သို့မဟုတ် ရွှေ့ဆိုင်းခြင်းတို့ကို ဒါရိုက်တာများက သတ်မှတ်နိုင်သည်။

ဒါရိုက်တာများ

- ၇။ သင်းလုံးကျွတ် အစည်းအဝေးက တစ်စုံတစ်ရာ သတ်မှတ်ပြဋ္ဌာန်းမှု မပြုလုပ်သမျှ ဒါရိုက်တာများ၏ အရေအတွက်သည် () ဦးထက်မနည်း () ဦးထက်မများစေရ။
ပထမဒါရိုက်တာများသည် -
(၁) Mr. He, Geng - Yan
(၂) Daw Nan Khan Laung
(၃)
(၄)
(၅)

တို့ဖြစ်ကြပါသည်။

- ၈။ ဒါရိုက်တာများသည် ၎င်းတို့အနက်မှ တစ်ဦးကို မန်နေဂျင်းဒါရိုက်တာ အဖြစ် အချိန်အခါအလိုက် သင့်လျော်သော သတ်မှတ်ချက်များ၊ ဉာဏ်ပူဇော်ခများဖြင့် ခန့်ထားရမည်ဖြစ်ပြီး အခါအားလျော်စွာ ဒါရိုက်တာအဖွဲ့က ပေးအပ်သော အာဏာများ အားလုံးကို ၎င်းကအသုံးပြုနိုင်သည်။
- ၉။ ဒါရိုက်တာတစ်ဦးဖြစ်မြောက်ရန် လိုအပ်သော အရည်အချင်းသည် ကုမ္ပဏီ၏ အစုရှယ်ယာ အနည်းဆုံး (-) ၄ ကို ပိုင်ဆိုင်ခြင်းဖြစ်၍ ၎င်းသည် မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေပုဒ်မ ၈၅ ပါ ပြဋ္ဌာန်းချက်များကို လိုက်နာရန် တာဝန်ရှိသည်။
- ၁၀။ အစုရှယ်ယာများ လွှဲပြောင်းရန် တင်ပြချက်ကို မည်သည့် အကြောင်းပြချက်မျှ မပေးဘဲ ဒါရိုက်တာအဖွဲ့သည် ၎င်းတို့ပြည့်စုံ၍ ချုပ်ချယ်ခြင်းကင်းသော ဆင်ခြင်တွက်ဆမှုဖြင့် မှတ်ပုံတင်ရန် ငြင်းဆိုနိုင်သည်။

ဒါရိုက်တာများ၏ ဆောင်ရွက်ချက်များ

- ၁၁။ ဒါရိုက်တာများသည် ၎င်းတို့ သင့်လျော်သည် ထင်မြင်သည့်အတိုင်း လုပ်ငန်းဆောင်ရွက်ရန် တွေ့ဆုံ ဆွေးနွေးမင်း အစည်းအဝေး ရွှေ့ဆိုင်းခြင်း၊ အချိန်မှန်စည်းဝေးခြင်း၊ အစည်းအဝေးအထမြောက်ရန် အနည်းဆုံး ဒါရိုက်တာ ဦးရေသတ်မှတ်ခြင်းတို့ကို ဆောင်ရွက်နိုင်သည်။ ယင်းသို့ မသတ်မှတ်ပါက ဒါရိုက်တာနှစ်ဦးတက်ရောက် အစည်းအဝေးထမြောက်ရမည်။ အစည်းအဝေးတွင် မည်သည့်ပြဿနာမဆို ပေါ်ပေါက်ပါက မန်နေဂျင်းဒါရိုက်တာ၏ အဆုံးအဖြတ်သည်အတည်ဖြစ်ရမည်။ မည်သည့် ကိစ္စများကိုမဆို မဲခွဲဆုံးဖြတ်ရာတွင် မဲအရေအတွက် တူနေပါက သဘာဝတိသည် ဒုတိယမဲ သို့မဟုတ် အနိုင်မဲကို ပေးနိုင်သည်။
- ၁၂။ ဒါရိုက်တာများ၏ အစည်းအဝေးကို မည်သည့်ဒါရိုက်တာကမဆို အချိန်မရွေး ခေါ်နိုင်သည်။

၁၃။ ဒါရိုက်တာအားလုံးက လက်မှတ်ရေးထိုးထားသော ရေးသားထားသည့် ဆုံးဖြတ်ချက်တစ်ရပ်သည် နည်းလမ်းတစ်ခု ခေါ်ယူကျင့်ပသော အစည်းအဝေးက အတည်ပြုသည့် ဆုံးဖြတ်ချက်ကဲ့သို့ပင် ကိစ္စအားလုံး အတွက် အကျိုး သက်ရောက်စေရမည်။

ဒါရိုက်တာများ၏ လုပ်ပိုင်ခွင့်နှင့်တာဝန်များ

၁၄။ မြန်မာနိုင်ငံ ကုမ္ပဏီများအက်ဥပဒေ နောက်ဆက်တွဲယောဉ်းပုံစံ (က)ပါ စည်းမျဉ်းအပိုဒ် ၇၁ တွင် ပေးအပ်ထားသော အထွေထွေ အာဏာများကို မထိခိုက်စေဘဲ ဒါရိုက်တာများသည် အောက်ဖော်ပြပါ အာဏာများ ရှိမည်ဟု အတိအလင်း ထုတ်ဖော်ကြေညာသည်။ အာဏာဆိုသည်မှာ -

- (၁) ဒါရိုက်တာများက သင့်လျော်သည်ဟုယူဆသော တန်ဖိုးနှင့်စည်းကမ်းများ၊ အခြေအနေများ သတ်မှတ်၍ ကုမ္ပဏီကရယူရန်အာဏာရှိသည့် မည်သည့်ပစ္စည်း အခွင့်အရေးများ၊ အခွင့်အလမ်းများကိုမဆိုဝယ်ယူရန် သို့မဟုတ် အခြားနည်းလမ်းများဖြင့်ရယူပိုင်ဆိုင်ရန်အပြင် ကုမ္ပဏီကပိုင်ဆိုင်ခွင့်ရှိသောမည်သည့်ပစ္စည်း အခွင့်အရေးများ၊ အခွင့်အလမ်းများကိုမဆို သင့်တော်သောစည်းကမ်းချက်များ သတ်မှတ်၍ရောင်းချခြင်း၊ အငှားချခြင်း၊ စွန့်လွှတ်ခြင်း၊ သို့မဟုတ် အခြားနည်းလမ်းများဖြင့် ဆောင်ရွက်ခြင်းတို့ကို ပြုလုပ်ရန်
- သင့်လျော်သောစည်းကမ်းသတ်မှတ်ချက်များဖြင့်ငွေကြေးများကိုချေးငှားရန် သို့မဟုတ်အဆိုပါချေးငှား သော ငွေကြေးများကို ပြန်လည်ပေးဆပ်ရန်အတွက် အာမခံများထားရှိရန်အပြင်၊ အထူးသဖြင့် ဤကုမ္ပဏီ၏ ဒီဘင်ချာများ၊ ဒီဘင်ချာစတော့(စ်)များ၊ ခေါ်ယူခြင်းမပြုရသေးသော ရင်းနှီးငွေများအပါအဝင် ယခုလက်ရှိ နှင့် နောင်ရှိမည့် ပစ္စည်းများအားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို အပေါင်ပြု၍ ထုတ်ဝေရန်
- (၂) ဤကုမ္ပဏီက ရယူထားသော အခွင့်အရေးများ သို့မဟုတ် ဝန်ဆောင်မှုများအတွက် အားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို ငွေကြေးအားဖြင့် ပေးချေရန်၊ သို့မဟုတ် အစုရှယ်ယာများ၊ ငွေချေးစာချုပ်များ၊ ဒီဘင်ချာများ သို့မဟုတ် ဤကုမ္ပဏီ၏အခြားသော အာမခံစာချုပ်များကို ထုတ်ပေးရန်၊ ထို့အပြင် အစုရှယ်ယာများ ထုတ်ပေးရာ၌ ငွေအပြည့် ပေးသွင်းပြီးသော အစုရှယ်ယာအနေဖြင့် သော်လည်းကောင်း၊ တစ်စိတ်တစ်ဒေသ ပေးသွင်းပြီးသော အစုရှယ်ယာများ အနေဖြင့်သော်လည်းကောင်း သဘောတူညီသကဲ့သို့ ထုတ်ဝေပေးရန်နှင့် အဆိုပါ ငွေချေးစာချုပ်များ၊ ဒီဘင်ချာများ သို့မဟုတ် ကုမ္ပဏီ၏ အခြားသော အာမခံ စာချုပ်များဖြင့် ထုတ်ဝေပေးရာ၌ ခေါ်ဆိုခြင်း မပြုရသေးသော ရင်းနှီးငွေများ အပါအဝင် ဤကုမ္ပဏီ၏ ပစ္စည်းအားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို အပေါင်ပြု၍ဖြစ်စေ၊ ထိုကဲ့သို့မဟုတ်ဘဲဖြစ်စေ ထုတ်ပေးရန်
- (၄) ဤကုမ္ပဏီနှင့် ပြုလုပ်ထားသော ကန်ထရိုက်စာချုပ်များ၊ တာဝန်ယူထားသည့်လုပ်ငန်းများ ပြီးစီးသော နောက်ဆောင်ရွက်စေခြင်း အလို့ငှာခေါ်ယူခြင်း မပြုရသေးသော ရင်းနှီးငွေများ အပါအဝင် ဤကုမ္ပဏီ၏ ပစ္စည်းရပ်များ အားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို ပေါင်နှံ၍ သော်လည်းကောင်း၊ အပေါင်ပြု၍ သော်လည်းကောင်း သို့မဟုတ် အစုရှယ်ယာများအတွက် ငွေများ တောင်းခံခေါ်ယူ၍ သော်လည်းကောင်း ခွင့်ပြုရန် သို့မဟုတ် သင့်လျော်သည့်အတိုင်း ဆောင်ရွက်ရန်။
- (၅) မန်နေဂျာများ၊ အတွင်းရေးမှူးများ၊ အရာရှိများ၊ စာရေးများ၊ ကိုယ်စားလှယ်များနှင့် ဝန်ထမ်းများကို ခန့်အပ် တမ်း၊ ယာယီ သို့မဟုတ် အထူးကိစ္စရပ်များအတွက်ခန့်ထားခြင်း ရပ်စဲခြင်း၊ ဆိုင်းငံ့ခြင်းများအတွက် ခန့်အပ် တမ်း၊ ကောင်း အဆိုပါ ပုဂ္ဂိုလ်တို့၏တာဝန်များ၊ အာဏာများ၊ လစာငွေများ၊ အခြားငွေကြေးများကို သတ်မှတ် ရာ၌လည်းကောင်း၊ အာမခံပစ္စည်းများ တောင်းခံရာ၌လည်းကောင်း သင့်လျော်သလိုဆောင်ရွက်ရန်၊ ထို့အပြင် အဆိုပါကိစ္စရပ်များအတွက် ကုမ္ပဏီ၏ မည်သည့်အရာရှိကိုမဆို ကိစ္စရပ်အားလုံးကို ဖြစ်စေ၊ တစ်စိတ်တစ်ဒေသကိုဖြစ်စေ ဒါရိုက်တာများ၏ကိုယ်စား ဆောင်ရွက်နိုင်ရေးအတွက် တာဝန်လွှဲအပ်ရန်၊
- (၆) ဤကုမ္ပဏီ၏ ဒါရိုက်တာတစ်ဦးအား ဒါရိုက်တာရာထူးနှင့် တွဲဖက်၍ မန်နေဂျင်း ဒါရိုက်တာ၊ အထွေထွေ မန်နေဂျာ၊ အတွင်းရေးမှူး သို့မဟုတ် ဌာနခွဲ မန်နေဂျာအဖြစ် ခန့်ထားရန်။
- (၇) မည်သည့် အစုရှင်ထံမှမဆို ၎င်းတို့၏ အစုရှယ်ယာများအားလုံးကို ဖြစ်စေ၊ အချို့အဝက်ကိုဖြစ်စေ စွန့်လွှတ်ခြင်းအား သဘောတူညီသောစည်းကမ်းများဖြင့် လက်ခံရန်။

- (၈) ဤကုမ္ပဏီက ပိုင်ဆိုင်သော သို့မဟုတ် ပိုင်ဆိုင်ခွင့်ရှိသော သို့မဟုတ် အခြားအကြောင်းများကြောင့်ဖြစ်သော မည်သည့် ပစ္စည်းကိုမဆို ကုမ္ပဏီ၏ကိုယ်စား လက်ခံထိန်းသိမ်းထားရန်အတွက် မည်သည့်ပုဂ္ဂိုလ် သို့မဟုတ် ပုဂ္ဂိုလ်များကိုမဆို ခန့်ထားရန်နှင့် အဆိုပါ ယုံမှတ် အပ်နှံခြင်းများနှင့် ပတ်သက်၍ လိုအပ်သော စာတမ်းများ ချုပ်ဆို ပြုလုပ်ရန်။
- (၉) ဤကုမ္ပဏီ၏ အရေးအရာများနှင့် စပ်လျဉ်း၍ ဤကုမ္ပဏီက ပြုလုပ်သော သို့မဟုတ် ဤကုမ္ပဏီအပေါ် သို့မဟုတ် ဤကုမ္ပဏီ၏ အရာရှိများအပေါ် ပြုလုပ်သော တရားဥပဒေအရ စွဲဆို ဆောင်ရွက်မှုများ၊ တရားစွဲဆို၊ အရေးယူ၊ ခုခံကာကွယ်ရန် သို့မဟုတ် ခွင့်လွှတ်ရန်၊ ထို့အပြင် ဤကုမ္ပဏီက ရရန်ရှိသော ကြွေးမြီများနှင့် ဤကုမ္ပဏီအပေါ် တောင်းခံသော ကြွေးမြီများနှင့်ပတ်သက်၍ ပေးဆပ်ရန် အချိန်ကာလ ရွှေ့ဆိုင်းခွင့်ပြုခြင်း သို့မဟုတ် နှစ်ဦးနှစ်ဖက် သဘောတူ ကျေအေးခြင်းများ ပြုလုပ်ရန်။
- (၁၀) ဤကုမ္ပဏီက ပေးရန်ရှိသော သို့မဟုတ် ရရန်ရှိသော ငွေတောင်းခံခြင်းများကို ဖြန်ဖြေရေး ခုံသမာဓိ၏ ဖြေရှင်းရန်အတွက် အပ်နှံရန်အပြင် ဖြန်ဖြေရေး ခုံသမာဓိ၏ ဆုံးဖြတ်ချက်အတိုင်း လိုက်နာဆောင်ရွက်ရန်။
- (၁၁) ဤကုမ္ပဏီက ရရန်ရှိသောတောင်းဆိုချက်၊ တောင်းခံချက်များနှင့် ကုမ္ပဏီသို့ပေးရန်ရှိသော ငွေကြေးများ၊ ပြေစာများ ပြုလုပ် ထုတ်ပေးခြင်း၊ လျှော်ပစ်ခြင်းနှင့် အခြားသောနည်းဖြင့်စွန့်လွှတ်ခြင်းများကို ပြုလုပ်ရန်။
- (၁၂) လွှဲစာရင်းခံရခြင်း၊ ကြွေးမြီ မဆပ်နိုင်ခြင်း ကိစ္စများနှင့် ပတ်သက်၍ ကုမ္ပဏီ၏ကိုယ်စား ဆောင်ရွက်မှုများ ပြုလုပ်ရန်။
- (၁၃) ငွေလွှဲစာတမ်းများ၊ ချက်လက်မှတ်များ၊ ဝန်ခံကတိစာချုပ်များ ထပ်ဆင့် လက်မှတ်ရေးထိုးခြင်းများ၊ လျှော်ပစ်ခြင်းများ ကန်ထရိုက် စာချုပ်များနှင့်စာရွက်စာတမ်းများကို ကုမ္ပဏီ၏ကိုယ်စား မည်သူက လက်မှတ် ရေးသားမှုများ ရှိသည်ကို စိစစ်သတ်မှတ်ရန်။
- (၁၄) ဒါရိုက်တာများက သင့်လျော်သည်ဟု ယူဆပါက သင့်လျော် လျှောက်ပတ်သောနည်းလမ်းများဖြင့် လက်မှတ်ရေးထိုး အသုံးပြုရန် မလိုသေးသော ကုမ္ပဏီပိုင် ငွေများကို အာမခံပစ္စည်း ပါသည်ဖြစ်စေ၊ မပါသည်ဖြစ်စေ ခေါ်ယူထားရန်နှင့် စီမံခန့်ခွဲထားရန်။ ထို့အပြင် အချိန်ကာလအားလျော်စွာ မြှုပ်နှံထားသောငွေကို ငြိမ်သက်စွာ ပြင်ဆင်ပြောင်းလွှဲရန်။
- (၁၅) ဤကုမ္ပဏီ၏ အကျိုးအတွက် ငွေကြေး စိုက်ထုတ် ကုန်ကုန်ထားသော ဒါရိုက်တာ သို့မဟုတ် အရာရှိများက ပုဂ္ဂိုလ်များက ကုမ္ပဏီ၏ (လက်ရှိနှင့် နောင်တွင်ရှိမည့်) ပစ္စည်းများကို ဤကုမ္ပဏီ၏ အမည်ဖြင့်ဖြစ်စေ၊ ဤကုမ္ပဏီ၏ ကိုယ်စားဖြစ်စေ ပေါင်နှံခြင်းကို သင့်လျော်သည်ဟု ယူဆပါက ဆောင်ရွက်ခွင့်ရှိပြီး အဆိုပါ ပေါင်နှံခြင်းဆိုရာ၌ ရောင်းချနိုင်သည့် အာဏာနှင့် အခြားသော သဘောတူညီထားသည့် တရားမဝသဘော တူညီချက်များနှင့် ဥပဒေပြဋ္ဌာန်းချက်များပါ ပါဝင်သည်။
- (၁၆) ဤကုမ္ပဏီကခန့်အပ်ထားသော မည်သည့်အရာရှိသို့မဟုတ် ပုဂ္ဂိုလ်ကိုမဆို အတိအကျဆောင်ရွက်ခဲ့သည့်အခါ သို့မဟုတ် ဆောင်ရွက်မှုတစ်ခုအတွက် ရရှိသော အမြတ်ငွေမှ ကော်မရှင်ပေးခြင်း သို့မဟုတ် အကျိုးအမြတ်အစွန်းမှ ခွဲဝေပေး ခြင်းများ ပြုလုပ်ရန်နှင့် အဆိုပါကော်မရှင်များ၊ အမြတ်များခွဲဝေပေးခြင်း စသည်တို့ကို ဤကုမ္ပဏီ၏လုပ်ငန်းကုန်ကျစရိတ် တစ်စိတ်တစ်ဒေသအဖြစ် သတ်မှတ်ရန်။
- (၁၇) ဤကုမ္ပဏီ၏လုပ်ငန်းများ၊ အရာရှိများ၊ ဝန်ထမ်းများနှင့် အစုရှင်များအတွက် ထုတ်ပြန်ထားသော ဝဋ်များ၊ စည်းကမ်းချက်များ၊ စည်းကမ်းဥပဒေများကို အခါအားလျော်စွာ သတ်မှတ်ခြင်း၊ ပြင်ဆင်ခြင်း ပြုလုပ်ခြင်းများ ဆောင်ရွက်ရန်။
- (၁၈) ဤကုမ္ပဏီ၏လုပ်ငန်းအတွက် ဤကုမ္ပဏီ၏အမည်ဖြင့်ဖြစ်စေ၊ ဤကုမ္ပဏီ၏ကိုယ်စားဖြစ်စေ လိုဆင်သည့် ယူဆလျှင် ညှိနှိုင်းဆွေးနွေးခြင်းနှင့် ကန်ထရိုက်စာချုပ် ချုပ်ဆိုခြင်းများကို ပြုလုပ်ရန်၊ ဖျက်သိမ်းခြင်း၊ ပြင်ဆင်ရန် အပြင် အဆိုပါ ဆောင်ရွက်ချက် စာချုပ်များနှင့် ကိစ္စရပ်များကိုလည်းကောင်း၊ ၎င်းတို့၏ စပ်လျဉ်းသော ကိစ္စရပ်များကို လည်းကောင်း လုပ်ကိုင်ဆောင်ရွက်ရန်။
- (၁၉) ဒါရိုက်တာများက သင့်လျော်လျှောက်ပတ်သည်ဟု ယူဆပါက ကုမ္ပဏီ၏ စီးပွားရေးလုပ်ငန်းတွင် အကျိုးစေရန်အတွက် မည်သည့် ပြည်တွင်းပြည်ပ ပုဂ္ဂိုလ်၊ စီးပွားရေး အဖွဲ့အစည်း၊ ကုမ္ပဏီ သို့မဟုတ် ဘဏ် သို့မဟုတ် ငွေကြေးအဖွဲ့အစည်းထံမှ မဆို ငွေချေးယူရန်။

အထွေထွေအစည်းအဝေးကြီးများ

၁၅။ ကုမ္ပဏီကိုဥပဒေအရ ဖွဲ့စည်းတည်ထောင်ပြီးသည့်နေ့မှ တစ်ဆယ့်ရှစ်လအတွင်း အထွေထွေသင်းလုံးကျွတ် အစည်းအဝေးကြီးကိုကျင်းပရမည်။ ထို့နောက် ဒါရိုက်တာအဖွဲ့က သတ်မှတ်ပေးသည့် အချိန်နှင့် နေရာများတွင် ငြိမ်းချမ်းစွာ တစ်နှစ်လျှင် အနည်းဆုံးတစ်ကြိမ် (နောက်ဆုံးကျင်းပသည့် အထွေထွေအစည်းအဝေးကြီးနှင့် တစ်ဆယ့်ငါးလအတွင်း မပိုသည့်အချိန်၌) ကျင်းပရမည်။ သင်းလုံးကျွတ် အစည်းအဝေးစတင်၍ လုပ်ငန်းအတွက် ဆွေးနွေးချိန်တွင် အစည်းအဝေးအထမြောက်ရန် သတ်မှတ်သည့် အစုရှင်အရေအတွက် မတက်ရောက်သော မည်သည့်သင်းလုံးကျွတ် အစည်းအဝေးတွင်မဆို လုပ်ငန်းနှင့် ပတ်သက်၍ ဆုံးဖြတ်ဆောင်ရွက်ခြင်းမပြုရ။ ဤတွင်အခြားနည်း သတ်မှတ်ပြဌာန်းထားမှု မရှိလျှင် ထုတ်ဝေထားသည့် မတည် ရင်းနှီးငွေ အစုရှယ်ယာများ၏ ငါးဆယ်ရာခိုင်နှုန်းထက်မနည်း ပိုင်ဆိုင်သူ သည် (နှစ်ဦးထက်မနည်းသော) အစုရှင်များ ကိုယ်တိုင်တက်ရောက်လျှင် လုပ်ငန်းကိစ္စအားလုံး ဆောင်ရွက်ရန် အတွက် အစည်းအဝေးအထမြောက်သည်ဦးရေ ဖြစ်သည်။ အကယ်၍ ကုမ္ပဏီတွင်အစုရှင်အရေအတွက် နှစ်ဦးထက် မပိုသည့် ကိစ္စတွင်မူ ထိုနှစ်ဦးတည်းသည်ပင်လျှင် အစည်းအဝေး အထမြောက်ရန် သတ်မှတ်သည့် အသေအချင် ဖြစ်စေရမည်။

အမြတ်ဝေစုများ

၁၆။ သင်းလုံးကျွတ်အစည်းအဝေးတွင် ဤကုမ္ပဏီ၏ အစုရှင်များအား ခွဲဝေပေးမည့် အမြတ်ဝေစုကို ကြေညာသော သို့ရာတွင် အမြတ်ဝေစုသည် ဒါရိုက်တာများက ထောက်ခံသော ငွေပမာဏထက် မကျော်လွန်စေရ။ သင်းလုံးကျွတ် အစည်းအဝေး၏ အမြတ်ပမာဏ သို့မဟုတ် အခြားမခွဲဝေရသေးသည့် အမြတ်ပမာဏမှအပ အမြတ်ဝေစုကို ခွဲဝေပေးရမည်။

ရုံးဝန်ထမ်းများ

၁၇။ ကုမ္ပဏီသည် လုပ်ငန်းရုံးတစ်ခုကို ဖွင့်လှစ်၍ ဆောင်ရွက်မည်ဖြစ်ပြီး အရည်အချင်း ပြည့်မီသူပုဂ္ဂိုလ်တင်ဦးအား အထွေထွေမန်နေဂျာအဖြစ် ခန့်အပ်ရန်နှင့် အခြားအရည်အချင်း ပြည့်မီသူများအား ရုံးဝန်ထမ်းများအဖြစ် ခန့်အပ်မည် ဖြစ်သည်။ လစာ၊ ခရီးသွားလာစရိတ်နှင့် အခြားအသုံးစရိတ်များကို သို့သော် ဉာဏ်ပူဇော်ခများနှင့် အခကြေးငွေများကို ဒါရိုက်တာအဖွဲ့က သတ်မှတ်မည်ဖြစ်ပြီး ၎င်းသတ်မှတ်ချက်များကို သင်းလုံးကျွတ် အစည်းအဝေးကြီး အတည်ပြုရမည်။ အထွေထွေမန်နေဂျာသည် လုပ်ငန်းရုံး၏ ထိရောက်စွာလုပ်ငန်း လည်ပတ်မှုအားလုံးအတွက် တာဝန်ရှိစေရမည်ဖြစ်ပြီး မန်နေဂျင်း ဒါရိုက်တာအားတာဝန်ခံ၍ ဆောင်ရွက်ရမည်။

ငွေစာရင်းများ

၁၈။ ဒါရိုက်တာများသည် သင့်လျော်သည့် ငွေစာရင်းစာအုပ်များကို အောက်ဖော်ပြပါ သတ်မှတ်ချက်များနှင့်အညီ ထားသို့ထိန်းသိမ်း ဆောင်ရွက်ရမည်။

- (၁) ကုမ္ပဏီ၏ ရငွေ၊ သုံးငွေများ၏ ပမာဏနှင့် ၎င်းရငွေ၊ သုံးငွေများ ဖြစ်ပေါ်ခြင်းနှင့် စပ်လျဉ်းသည့် အကြောင်းကိစ္စများ။
- (၂) ကုမ္ပဏီ၏ ကုန်ပစ္စည်းများ ရောင်းချခြင်းနှင့် ဝယ်ယူခြင်းများ။
- (၃) ဤကုမ္ပဏီ၏ ရရန်ပိုင်ခွင့်နှင့် ပေးရန်တာဝန်များ။

၁၉။ ငွေစာရင်းစာအုပ်အားလုံးကို ဤကုမ္ပဏီ၏ မှတ်ပုံတင်ထားသော လုပ်ငန်းရုံး သို့မဟုတ် ဒါရိုက်တာများက သင့်လျော်သည့်ဟု ထင်မြင်ယူဆသော အခြားနေရာတွင် သိမ်းဆည်းထားမည်ဖြစ်ပြီး၊ ရုံးချိန်အတွင်း၌ ဒါရိုက်တာများက စစ်ဆေးနိုင်ရန် ပြသထားရမည်။

စာရင်းစစ်

၂၀။ စာရင်းစစ်များကို ခန့်အပ်ထားရမည်။ ၎င်းစာရင်းစစ်များ၏ တာဝန်သည် မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ သို့မဟုတ် အခါအားလျော်စွာ ပြင်ဆင်သတ်မှတ်သည့် စည်းမျဉ်း၊ စည်းကမ်းများနှင့် လိုက်လျောညီထွေ ဖြစ်ရမည်။

နို့တစ်စာ

၂၁။ ဤကုမ္ပဏီသည် မည်သည့်အရာရှင်ထံသို့မဆို နို့တစ်စာကို လက်ရောက်ပေးအပ်ခြင်း သို့မဟုတ် နို့တစ်စာပါးစာကို စာတိုက်ခံ ကြိုတင်ပေးထား၍ ၎င်းအရာရှင်ထံ မှတ်ပုံတင်လိပ်စာအတိုင်း စာတိုက်မှတစ်ဆင့် လိပ်စာပေးပို့ခြင်းအားဖြင့် ပေးပို့နိုင်သည်။

တံဆိပ်

၂၂။ ဒါရိုက်တာများသည် တံဆိပ်ကို လုံခြုံစွာထိန်းသိမ်းထားရန်အတွက် စီမံဆောင်ရွက်ရမည်။ ထိုတံဆိပ်ကို ဒါရိုက်တာများကကြိုတင်ပေးအပ်ထားသည့် ခွင့်ပြုချက်ဖြင့်မှတစ်ပါး၊ ထို့အပြင် အနည်းဆုံး ဒါရိုက်တာတစ်ဦး ရှေ့မှောက်တွင် တစ်ပါး မည်သည့်အခါမျှ မသုံးရ။ တံဆိပ်ရိုက်နှိပ်ထားသည့် စာရွက်စာတမ်းတိုင်းတွင် ထိုဒါရိုက်တာ လက်မှတ်ရေးထိုးရမည်။

လျော်ကြေး



၂၃။ မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေ ပုဒ်မ ၈၆ (ဂ) တွင် ဖော်ပြပါရှိသည့် ပြဋ္ဌာန်းချက်များ၊ လက်ရှိတရားရုံးတည်ဆဲဥပဒေပြဋ္ဌာန်းချက်များနှင့် မဆန့်ကျင်စေဘဲ ကုမ္ပဏီ၏ ဒါရိုက်တာ၊ စာရင်းစစ်၊ အတွင်းရေးမှူး၊ လုပ်ငန်းအခြားအရာရှိ တစ်ဦးဦးမှာ မိမိ၏ တာဝန် ဝတ္တရားများကို ဆောင်ရွက်ရာ၌ဖြစ်စေ၊ ထိုတာဝန် ဝတ္တရားများကို စပ်လျဉ်း၍ဖြစ်စေ ကျခံခဲ့ရသည့်စရိတ်များ၊ တောင်းခံငွေများ၊ ဆုံးရှုံးငွေများ၊ ကုန်ကျငွေများနှင့် ကြေးပြီတာဝန်များအတွက် ကုမ္ပဏီထံမှ လျော်ကြေး ရထိုက်ခွင့်ရှိစေရမည်။

ဖျက်သိမ်းခြင်း

၂၄။ ကုမ္ပဏီ၏ အထွေထွေအစည်းအဝေး ဆုံးဖြတ်ချက်ဖြင့် ကုမ္ပဏီအား ဖျက်သိမ်းနိုင်သည်။ ယင်းသို့ ဖျက်သိမ်းခြင်းတွင် မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေများနှင့် ယင်းဥပဒေများအား အခါအားလျော်စွာ ပြင်ဆင်ပြောင်းလဲထားသည့် တရားဥပဒေများတွင် ပါဝင်သည့် စည်းမျဉ်းများအတိုင်း လိုက်နာပြုလုပ်ရမည်။



အောက်တွင် အမည်၊ နိုင်ငံသား၊ နေရပ်နှင့် အကြောင်းအရာဖုံလင်စွာပါသော ဖယားလွှဲလက်မှတ်ရေးထိုးသူ ကျွန်ုပ်တို့ ကိုယ်စီကိုယ်တိုင်သည် ဤသင်းဖွဲ့စည်းမျဉ်းအရ ကုမ္ပဏီတစ်ခုဖွဲ့စည်းပုံစံလိုလားသည့် အလျောက် ကျွန်ုပ်တို့၏ အမည်အသီးသီးနှင့် ယှဉ်တွဲ၍ပြထားသော အစုရှယ်ယာများကို ကုမ္ပဏီအမည် ရင်းနှီးငွေတွင် ထည့်ဝင်ရယူကြရန် သဘောတူကြပါသည်။

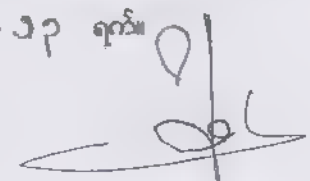
စဉ်	အစုထည့်ဝင်သူများ၏ အမည်၊ နေရပ်လိပ်စာနှင့် အလုပ်အကိုင်	နိုင်ငံသားနှင့် အမျိုးသား မှတ်ပုံတင်အမှတ်	ဝယ်ယူသော အစုရှယ်ယာ ဦးရေ	ထိုးပြလက်မှတ်
၁.	Hopeful Enterprise Inc Represented by Ms. Ho Hsu, Yueh - Yuan Rm 51, 5th Floor, Britannia House, Jalan Cator Bandaseri Begawan BS8811, Negara Brunei Darussalam	China 307020621	80	
၂.	Daw Nan Khan Laung Industrial Zone (2), Mingyimahe Min Kaung St, Nyaung Village, Hlaingtharyar Township, Yangon.	Myanmar 13/LaYaNa(N) 110279	20	

ရန်ကုန်။

နေ့စွဲ၊ ၂၀၁၇ ခုနှစ်၊ မတ်

လ၊ ၁၃ ရက်။

အထက်ပါလက်မှတ်ရှင်များသည် ကျွန်ုပ်တို့၏ရှေ့မှောက်တွင်
လက်မှတ်ရေးထိုးကြပါသည်။


U Sem Win
Certified Public Accountant
C.P.A Registration No. 49

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Memorandum of Association

of

GOLDEN SEAFOOD PRODUCTION COMPANY LIMITED

- I. The name of the Company is **GOLDEN SEAFOOD PRODUCTION COMPANY LIMITED.**
- II. The registered office of the Company will be situated in the Union of Myanmar.
- III. The objects for which the Company is established are as on the next page.
- IV. The liability of the members is limited.
- V. The authorised capital of the Company is Ks. United State Dollors 50,000 (Fifty Thousand Only) divided into (5,000) shares of Ks. United State Dollors 10 /- (Kyats USD TEN Only) each, time in accordance with the regulations of the Company and the legislative provisions in the time being in force in this behalf.

(2)

o. The Objective For Which The company is established are

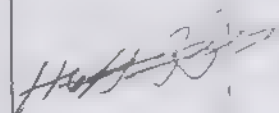
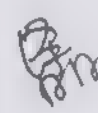
1. Production & Distribution of pre fired soft shell crab and shrimp.

7. To borrow money for the benefit of the Company's business from any person, firm, company, bank or financial organization in the manner that the Company shall think fit.

PROVISO: Provided that the Company shall not exercise any of the above objects whether in the Union of Myanmar or elsewhere, save in so far as it may be entitled so as to do in accordance with the Laws, Orders and Notifications in force from time to time and only subject to such permission and or approval as may be prescribed by the Laws, Orders and Notifications of the Union of Myanmar for the time being in force.

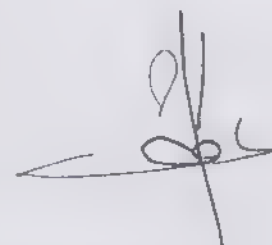
(3)

We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and respectively agree to take the number of shares in the capital of the Company set opposite to their respective names.

Sr. No.	Name, Address and Occupation of Subscribers	Nationality & N.R.C No.	Number of shares taken	Signatures
1	Hopeful Enterprise Inc Represented by Ms. Ho Hsu, Yueh - Yuan Rm 51, 5th Floor, Britannia House, Jalan Cator Bandaseri Begawan BS8811, Negara Brunei Darussalam	China 307020621	80	
2	Daw Nan Khan Laung Industrial Zone (2), Mingyimahar Min Kaung St, Nyaung Village, Hlaingtharyar Township, Yangon.	Myanmar 13/LaYaNa(N) 110279	20	

Yangon Dated 2017 the March day of 13

*It is hereby certified that the persons mentioned above
put their signatures in my presence*



U Sein Win
Certified Public Accountant
C.P.A Registration No. 495

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Articles Of Association

of

GOLDEN SEAFOOD PRODUCTION COMPANY LIMITED

The regulations contained in Table 'A' in the First Schedule to the Myanmar Companies Act shall apply to the Company save in so far as such regulations which are inconsistent with the following Articles. The compulsory regulations stipulated in Section 17 (2) of the Myanmar Companies Act shall always be deemed to apply to the Company.

PRIVATE COMPANY

2. The Company is to be a Private Company and accordingly following provision shall apply:-
 - (a) The number of the Company, exclusive of persons who are in the employment of the Company, shall be limited to fifty.
 - (b) Any invitation to the public to subscribe for any share or debenture or debenture stock of the Company is hereby prohibited.

CAPITAL AND SHARES

3. The authorised capital of the Company is Ks. United State Dollors 50,000 (Fifty Thousand Only) divided into (5,000 Shares of Ks. United State Dollors 10 /- (Kyats USD TEN ONLY) each with power in General Meeting either to increase, reduce or alter the capital from time to time in accordance with the regulations of the Company and the provisions for the time being in force in this behalf.
4. Subject to the provisions of the Myanmar Companies Act the shares shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons and on such terms and conditions as they may determine.

5. The certificate of title to share shall be issued under the Seal of the Company, and signed by the General Manager or some other persons nominated by the Board of Directors. If the share certificate is defaced, lost or destroyed, it may be renewed on payment of such fee, if any, and on such terms, if any, as to evidence and indemnity as the Directors may think fit. The legal representative of a deceased member shall be recognised by the Directors.
6. The Directors may, from time to time make call upon the members in respect of any money unpaid on their shares, and each member shall be liable to pay the amount of every call made payable by instalments or may be revoked or postponed as the Directors may determine.

DIRECTORS

7. Unless otherwise determined by a General Meeting the number of Directors shall be not less than () and more than ().

The First Directors shall be: -

- (1) **Mr. He, Geng - Yan**
 - (2) **Daw Nan Khan Laung**
 - (3)
 - (4)
 - (5)
8. The Directors may from time to time appoint one of their body to the office of the Managing Director for such terms and at such remuneration as they think fit and he shall have all the powers delegated to him by the Board of Directors from time to time.
9. The qualification of a Director shall be the holding of at least (-) shares in the Company in his or her own name and it shall be his duty to comply with the provision of Section (85) of the Myanmar Companies Act.
10. The Board of Directors may in their absolute and uncontrolled discretion refuse to register any proposed transfer of shares without assigning any reason.

PROCEEDINGS OF DIRECTORS

11. The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meeting as they think fit and determine the quorum necessary for the transaction of business. Unless otherwise determined, two shall form a quorum. If any question arising at any meeting the Managing Director's decision shall be final. When any matter is put to a vote and if there shall be an equality of votes, the Chairman shall have a second or casting vote.
12. Any Director may at any time summon a meeting of Directors.

13. A resolution in writing signed by all the Directors shall be as effective for all purposes as a resolution passed out at meeting of the Directors, duly called, held and constituted.

POWERS AND DUTIES OF DIRECTORS

14. Without prejudice to the general power conferred by Regulation 71 of the Table 'A' of the Myanmar Companies Act, it is hereby expressly declared that the Directors shall have the following powers, that is to say power:-
- (1) To purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorized to acquire at such price and generally on such terms and conditions as they think fit; also to sell, lease, abandon or otherwise deal with any property, rights or privileges to which the Company may be entitled, on such terms and conditions as they may think fit.
 - (2) To raise, borrow or secure the payment of such sum or sums in any manner and upon such terms and conditions in all respects as they think fit; and in particular by the issue of debentures or debenture stocks of the Company charged upon all or any part of the property of the Company (both present and future) including its uncalled capital for the time being.
 - (3) At their discretion, to pay for any rights acquired or services rendered to the Company, either wholly or partially in cash or in shares, bonds, debentures or other securities of the Company and any such shares may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon; and any such bonds, debentures or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged.
 - (4) To secure the fulfilment of any contract or engagement entered into by the Company by mortgage or charge upon all or any of the property of the Company and its uncalled capital for the time being or by granting calls on shares or in such manner as they may think fit.
 - (5) To appoint at their discretion, remove or suspend such Managers, Secretaries, Officers, Clerks, Agents and Servants for permanent, temporary or special services as they may from time to time think fit and to determine their duties and powers and fix their salaries or emoluments and to require security in such instances in such amount as they think fit and to depute any officers of the Company to do all or any of these things on their behalf.
 - (6) To appoint a Director as Managing Director, General Manager, Secretary or Departmental Manager in conjunction with his Directorship of the Company.
 - (7) To accept from any member on such terms and conditions as shall be agreed on the surrender of his shares or any part thereof.

- (8) To appoint any person or persons to accept and hold in trust for the Company any property belonging to the Company or in which it is interested or for any other purposes and to execute and do all such deeds and things as may be requisite in relation to any such trust.
- (9) To institute, conduct, defend or abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound and allow time for payment or satisfaction of any debts due to or of any claims and demands by or against the Company.
- (10) To refer claims and demands by or against the Company to arbitration and observe and perform the awards.
- (11) To make and give receipts, releases and other discharges for money payable to the Company and for the claims and demands of the Company.
- (12) To act on behalf of the Company in all matters relating to bankruptcy and insolvency.
- (13) To determine who shall be entitled to sign bills of exchange, cheques, promissory notes, receipts, endorsements, releases, contracts and documents for or on behalf of the Company.
- (14) To invest, place on deposit and otherwise deal with any of the money of the Company not immediately required for the purpose thereof in securities or without securities and in such manners as the Directors may think fit, and from time to time vary or realize such investments.
- (15) To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability for the benefit of the Company, such mortgages of the Company's property (present and future) as they think fit and any such mortgage may contain a power of sale and such other powers, covenants and provisions as shall be agreed on.
- (16) To give any officer or other person employed by the Company a commission on the profits of any particular business or transaction or a share in the general profit of the Company and such commission or share of profit shall be treated as part of the working expenses of the Company.
- (17) From time to time, to make, vary and repeal bye-laws for the regulation of the business of the Company, the officers and servants or the members of the Company or any section thereof.
- (18) To enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient for or in relation to any of the matters aforesaid or otherwise for the purposes of the Company.
- (19) To borrow money for the benefit of the Company's business from any person, firm or company or bank or financial organization of local and abroad in the manner that the Directors shall think fit.

GENERAL MEETINGS

15. A general meeting shall be held within eighteen months from the date of its incorporation and thereafter at least once in every calendar year at such time (not being more than fifteen months after the holding of the last preceding general meeting) and places as may be fixed by the Board of Directors. No business shall be transacted at any general meeting unless a quorum of members is presented at the time when the meeting proceeds to business, save as herein otherwise provided. Member holding not less than 50 percent of the issued shares capital (not less than two members) personally present, shall form a quorum for all purposes. And if and when in the case of there are only two number of members in the Company, those two members shall form a quorum.

DIVIDENDS

16. The Company in general meeting may declare a dividend to be paid to its members, but no dividend shall exceed the amount recommended by the Directors. No dividends shall be paid otherwise than out of the profits of the year or any other undistributed profits.

OFFICE STAFF

17. The Company shall maintain an office establishment and appoint a qualified person as General Manager and other qualified persons as office staffs. The remuneration and allowances such as salaries, travelling allowances and other expenditures incurred to the business shall be determined by the Board of Directors, and approved by the general meeting. The General Manager shall be responsible for the efficient operation of the office in every respect and shall be held accountable at all times to the Managing Director.

ACCOUNTS

18. The Directors shall cause to be kept proper books of account with respect to -
- (1) *all sums of money received and expended by the Company and the matters in respect of which the receipts and expenditures take place;*
 - (2) *all sales and purchases of goods by the Company;*
 - (3) *all assets and liabilities of the Company.*
19. The books of account shall be kept at the registered office of the Company or at such other place as the Directors shall think fit and shall be opened to inspection by the Directors during office hours.

AUDIT

20. Auditors shall be appointed and their duties regulated in accordance with the provisions of the Myanmar Companies Act or any statutory modifications thereof for the time being in force.

NOTICE

21. A notice may be given by the Company to any member either personally or sending it by post in a prepaid letter addressed to his registered address.

THE SEAL

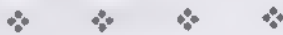
22. The Directors shall provide for the safe custody of the Seal, and the Seal shall never be used except by the authority of the Directors previously given, and in the presence of one Director at least, who shall sign every instrument to which the Seal is affixed.

INDEMNITY

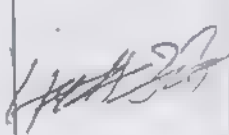

23. Subject to the provisions of Section 86 (C) of the Myanmar Companies Act and the existing laws, every Director, Auditor, Secretary or other officers of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of the duties or in relation thereto.

WINDING-UP

24. Subject to the provisions contained in the Myanmar Companies Act and the statutory modification thereupon, the Company may be wound up voluntarily by the resolution of General Meeting.




We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Articles of Association, and respectively agree to take the number of shares in the capital of the Company set opposite our respective names

Sr No.	Name, Address and Occupation of Subscribers	Nationality & N.R.C No.	Number of shares taken	Signatures
1.	Hopeful Enterprise Inc Represented by Ms. Ho Hsu, Yueh - Yuan Rm 51, 5th Floor, Britannia House, Jalan Cator Bandaseri Begawan BS8811, Negara Brunei Darussalam	China 307020621	80	
2	Daw Nan Khan Laung Industrial Zone (2), Mingyimahar Min Kaung St, Nyaung Village, Hlaingtharyar Township, Yangon	Myanmar 13/La YaNa(N) 110279	20	

Yangon

Dated 2017 the 17th day of 13

*It is hereby certified that the persons mentioned above
put their signatures in my presence*


U Sein Win
Certified Public Accountant
C.P.A Registration No 494

JOINT VENTURE AGREEMENT

This joint Venture Agreement (hereinafter referred to as the "Agreement"), is made in Yangon on this day of , the year 2017.

BETWEEN

Hopeful Enterprise Inc. (Company No. NBD/14310) a Company duly incorporated in Brunei Darussalam its registered address at Rm 51,5th Floor, Britannia House, Jalan Cemerlang Bandar Seri Begawan BS 8811, Negara Brunei Darussalam (hereinafter referred to as "Party A" , which expression shall include itself, its successors, legal representatives and permitted assigns represented for the purpose of this Agreement) of the one part.

AND

Daw Nan Khan Laung (NRC No. 13/ La Ya Na (N) 110279) Living at Industrial Zone (2), Mingyimahar Min Khaung Street, Nyaung Village, Hlaing Thar Yar Township, Yangon Region, Myanmar (hereinafter referred to as "Party B" which expression shall include itself, its successors, legal representatives and permitted assigns represented for the purpose of this Agreement) of the other part.

(The parties hereto shall hereinafter individually be referred as "Party" and collectively as the "Parties".)

WITNESSTH AS FOLLOWS:

WHEREAS the Parties hereto desire to establish a Joint Venture Company (as hereinafter defined) in Yangon, the Republic of the Union of Myanmar, to implement an investment Plan ,according to the Republic of the Union of Myanmar Foreign Investment Law ,initially within the frame of the objectives set out in the Memorandum of Association of the Joint Venture Company to be formed as a joint venture company under the Myanmar Company Act 1914, having a share equity capital and having its objectives and regulation as set out in the Memorandum of Association and the Articles of Association.

NOW THEREFORE in consideration of the mutual premises and covenants herein, the Parties hereto hereby agree as follows:

ARTICLE 1: DEFINITIONS

Unless the context otherwise requires, the terms wherever used in this Agreement shall have the following meanings :

- 1.1 "Company" means the Joint Venture Company under the name of "Golden Sea Food Production Company Limited"
- 2 "Board" or "Board of Directors" means the board of directors of "Golden Sea Food Production Company Limited"
- 3 "Country" means the Republic of the Union of Myanmar.
- 4 "Director" means the director of "Golden Sea Food Production Company Limited"
- 5 "Party" or "Parties" means to this Agreement.
- 6 "Shares" mean all ordinary shares with equal and ordinary rights.
- 7 "Authorized Capital" means the share capital of the Company which the Agreement specifies as the maximum authorized amount of capital of the Company.
- 8 "Issued and Paid-up Share Capital" means the share capital of the Company paid-up by the shareholders in cash, in kind or value of goodwill according to their respective proportionate shareholdings.

ARTICLE 2 FORMATION OF A JOINT VENTURE COMPANY LIMITED

2.1 Within sixty (60) days from the date of this Agreement, the Parties shall form a Joint Venture Company in the Republic of the Union of Myanmar under the Foreign Investment Law and the Myanmar Companies Act under the name of Golden Sea Food Production Company Limited where the liability of its members is limited to the nominal value of its shares issued and the Company shall conduct its business activities according to the provisions of the Company's Memorandum of Association and Articles of Association.

ARTICLE 3: OBJECTIVES

3.1 The objectives of the Company, more clearly set out in the Company's Memorandum of Association and Articles of Association, shall be to carry out the business of production and distribution of pre fired soft shell crab and shrimp.

ARTICLE 4: PLACE OF BUSINESS

4.1 The registered office of the company shall be at Plot No. (7), Industrial Zone (2), Min Gyi Ma Har Min Gaung Street, Hlaing Thar Yar Township, Yangon Region, Republic of the Union

of Myanmar. The Company may also have such other place of business as may be determined by the Board of Directors in writing from time to time.

ARTICLE 5 :CAPITAL AND SHAREHOLDING

5.1 Authorized Capital

Unless otherwise agreed, the initial Authorized Capital of the Company shall be accordance with the Company's Memorandum of Association and Articles of Association being the sum of USD 100,000,000.00/- (USD One Hundred Millions Only) made up of 10,000,000.00 ordinary shares at USD 10 /-(USD Ten Only) each.

5.2 Issued and Paid-Up Capital

The Company's Issued and Paid-Up Share Capital shall be USD 180,000.00 (USD One Hundred and Eighty Thousand Only) comprising 18,000.00 ordinary shares at USD 10 (USD Ten only) each to be paid on a progressive basis as determined by the Board of Directors.

5.3 Shareholdings

<u>Shareholder</u>	<u>Ratio</u>	<u>No. of Shares</u>	<u>Total USD</u>
Party A	80%	144,000.00	1,440,000.00
Party B	20%	36,000.00	360,000.00
		<u>180,000.00</u>	<u>1,800,000.00</u>

5.4 Issue of Shares

Party A shall contribute as follows;

	<u>USD</u>
In Cash	780,888.00
In Kind	659,112.00
Total	<u>1,440,000.00</u>

Party B shall contribute as follows;

	USD
In Cash	360,000.00
Total	360,000.00

ARTICLE 6: TRANSFER OF SHARES

- 6.1 Neither Party shall, except with the prior written consent of the other, create or permit to subsist any pledge, lien or charge over, or grant any option or other rights over or dispose of any interest in, any of the shares held by it otherwise than by a transfer in accordance with the provisions of the Company's Memorandum of Association and Articles of Association.

ARTICLE 7: BOARD OF DIRECTORS

- 7.1 The Company shall be managed by a Board of Directors. The Board of Directors shall consist of at least (2) members, 80% of whom shall be nominated by Party A and 20% of whom shall be from Party B.
- 7.1(a) This ratio as set out in Article 7.1(a) shall be maintained as far as practicable. If the proportion of shareholding shall for any reason be changed, such right of appointment of numbers of directors shall be varied so as to reflect as nearly as possible the change in the proportion of shareholding.
- 7.2 The directors appointed are expected to contribute significantly to the well being of the Company and to exercise utmost care and diligence and to avoid any conflict of interest in any dealing with the Company.
- 7.3 A director may at any time and the secretary of the Company shall, on the request of a director, convene a meeting of the Board of Directors. Prior written notice of all meetings of the Board of Directors shall be sent to all directors at least ten (10) days before the meeting, specifying the time and place of the meeting and indicating all matters to be considered thereat, together with copies of reports, studies and any other data relating thereto. Provided However that notice may be waived by the unanimous consent of all directors in writing. All meetings of the Company shall be held in accordance with the provisions of the Company's Memorandum of Association and Articles of Association.
- 7.4 (a) The quorum for all meetings of the Board of Directors shall be at least (2) directors including at least one director of each party
- (b). All resolutions of the Board of Directors shall be adopted by a simple majority vote of the directors present. Each director shall have one (1) vote.

- (c). To reduce the cumbersome exercise of calling for physical meetings for transacting ordinary business, a resolution in writing, signed by all directors, shall be as valid and effectual as if it had been passed at a meeting of the directors duly convened and held.

7.5 The Company shall have one (1) Chairman of the Board of Directors who shall be appointed from among the directors nominated by Party A. The Chairman shall chair the meeting of the Board of Directors but shall have a second or casting vote. The Company shall have one Managing Director who shall be appointed from the directors by the Parties whose votes shall be based on their shareholding.

7.6 Subject to the provision of the Myanmar Companies Act, none of actions or matters set forth below may be taken or conducted with prior approval of the Board of Directors by unanimous decision of Board of Directors

- (a) Amendment to or alternation of the Articles of Association;
- (b) Increase or decrease of the authorized capital or issued capital, or issuance of new shares;
- (c) Liquidation, winding up or dissolution;
- (d) Merger or amalgamation with or into any third party;
- (e) Change in the business of the Company in any material respect;
- (f) Commencement of any new business, or investment in or with any third party or new business or withdraw from any business.
- (g) Establishment or close of any place of business or other material change in the corporate organization equivalent thereto;
- (h) Transfer of any shares of the Company.

ARTICLE 8: ASSISTANCE OF PARTIES

8.1 Party A

Party A shall assist in its overall operation and management and assist in its sales of the product in and /or outside the Country.

8.2 Party B

Party B shall assist in obtaining all necessary approvals, permits and/or licenses from the competent authorities of the Country required for the incorporation and operation of the Company and assists in obtaining exemption and benefits under the Republic of the Union of Myanmar Foreign Investment Law .

ARTICLE 9: EXEMPTIONS AND RELIEF FROM TAXES AND PRIVILEGES

- 9.1 The Company shall enjoy exemptions and reliefs from taxes (if any) defined under the provisions of the Republic of the Union of Myanmar Foreign Investment Law as granted by the Myanmar Investment Commission.

ARTICLE 10 : INSURANCE

- 10.1 The fixed assets of the Company shall be insured in accordance with the provisions prescribed by the Republic of the Union of Myanmar Foreign Investment Law and the Myanmar Insurance Law.

ARTICLE 11: INTERNAL AUDITOR

- 11.1 The Company shall have an internal auditor who shall be selected by the Board of Directors.

ARTICLE 12: ACCOUNTING AND AUDITING

- 12.1 The books and records of the Company in English Language shall be maintained in accordance with generally accepted accounting principle and shall accurately reflect the financial position of the company.
- 12.2 The parties hereto agree to cause the books and records of the Company to be audited by the auditor of the Company. The auditor of the Company shall be appointed in accordance with Section 145-A of the Myanmar Companies Act.
- 12.3 The fiscal year of the Company shall be the year commencing on 1st April and ending on 31st of March of every year.

ARTICLE 13: DIVIDENDS

- 13.1 The net available profits, after deducting income tax and any reserved funds in accordance with the Republic of the Union of Myanmar Foreign Investment Law, shall be shared by way of dividends to be proposed by the Board and declared at the Annual General Meeting of shareholders. The amount of dividend per share shall be determined on the available profits of the Company. The available profits shall include profits of the accounting year and any other undistributed profits of the Company.

ARTICLE 14: APPOINTMENT OF PERSONNEL

- 14.1 Preference shall be given to Myanmar nationals, in the appointment of personnel. Expatriate staff, if required, will be recruited with prior approval and agreement by the Parties.

ARTICLE 15: EFFECTIVENESS

- 15.1 This Agreement shall become effective on the date of signing of the agreement.
- 15.2 The initial terms of this agreement, shall be for a period of (50) years, and the extension thereof by fifteen (10) years for two times subject to approval of Myanmar Investment Commission.

ARTICLE 16: GOVERNMENTAL APPROVAL AND TERM

- 16.1 This Agreement shall continue in full force and effect unless
- (a) the Company shall be dissolved or otherwise cease to exist as a legal entity; or
 - (b) this agreement is terminated in accordance with Article 17 hereof.
- 16.2 If all necessary approvals of the Myanmar Investment Commission are not obtained or upon the occurrence of any of the aforesaid events, this Agreement shall cease to have effect and no Party shall have any claim whatsoever against the other Party.

ARTICLE 17: TERMINATION

- 17.1 Should any party desire to cease its operations under this Agreement, it shall give 2 (two) months notice in advance in writing to the other party giving reasons for the termination of the Agreement before the expiry of the period in cease or events of discrepancies two parties, this agreement terms shall prevail.
- 17.2 This Agreement shall be terminated on the occurrence of one of the following events, subject to the approval of the Myanmar Investment Commission;
- (a) Substantial and continuous losses to the Company;
 - (b) Substantial breach of the condition of Agreement by either party to the same,
 - (c) Incapability of implementing to the original aims and objectives of the Company,
 - (d) Bankruptcy or insolvency of the Company or its successors or its assignees;
 - (e) Voluntary or involuntary liquidation of the Company and/ or any party hereto;
 - (f) Occurrence of Force Majeure as defined in Paragraph (20.1) for more than 3(three) months;

- 17.3 If the Permit issued to the Company under the Republic of the Union of Myanmar Foreign Investment Law is withdrawn for any reason, this Agreement shall be deemed to have been terminated on the date of such withdrawal.
- 17.4 Upon termination of this Agreement the operations of the Company under this Agreement shall be deemed to have ceased and the winding up to the operations shall be undertaken in accordance with the existing laws of the Republic of the Union of Myanmar.
- 17.5 If this Agreement is terminated due to occurrence of any event other than the default of any Party hereto, the Parties shall proceed with the dissolution and liquidation of the Company and shall cause the board of directors to decide the dissolve the Company, unless otherwise agreed by the Parties in the instance.

ARTICLE 18: CONFIDENTIALITY

- 8 Each Party shall keep it confidential and not use (except as permitted by this Agreement or any supplementary or other agreement) all property trade secrets and commercial and technical information developed by the Company, or made available to the Company by other Party or a third Party with, restrictions as to disclose or use, except to the extent that such trade secrets or information –
- (i) are in the public domain or become a part of the public domain, unless the same occurs in consequence of breach here of by the Party; or
 - (ii) are lawfully obtained by the Party or the Company from a third party without breach of confidentiality obligations; or
 - (iii) are as being known to the Party prior to their disclosure by the Company or the Party providing the information as the case may be.

ARTICLE 19: DISCLAIMER OF AGENCY

- 19.1 The Agreement does not constitute any Party hereto as the legal representative or agent of the other Party for any purpose whatsoever. None of the Parties shall have any right or authority to assume, create, incur any liability or obligation of any kind, expressed or implied, against in the name of or on behalf of the other Parties except in accordance with the Agreement or as may otherwise be agreed in writing by the Parties.

ARTICLE 20: FORCE MAJEURE

- 20.1 The term "Force Majeure" as employed herein shall mean act of God, restraint of government strikes, lockouts, Industrial Disturbances, Explosion, Wars, Blockades.

Epidemics, Civil Disturbances, Storms, Fire, Flood, Earthquakes, Lightning and all other causes similar to the kind herein enumerated which are beyond the control of either party and which by the exercise of due care and diligence either party is unable to overcome.

- 20.2 If either party affected or prevented from fulfilling its obligation under this agreement (hereinafter referred to as "the Affected Party") by reason of an event of Force Majeure, the Party so affected shall forthwith notify the other Party of the nature and extent thereof.
- 20.3 Notwithstanding other provisions of this Agreement, neither Party shall be deemed to be in breach of this Agreement or otherwise be liable to the other Party for any non-performance or delay in the performance of an obligation if such non-performance or delay is due to any event of Force Majeure of which it has notified to the other Party and the time for performance of that obligation shall be extended accordingly and the Affected Party shall resume its obligations within a reasonable time after the event of Force Majeure has ceased.
- 20.4 Notwithstanding Clause 20.3, if the event of Force Majeure in question prevails for a continuous period in excess of two (2) months, the Parties shall enter into bona fide discussions with a view to alleviating its effects, or to agreeing on such alternative arrangements as may be fair and reasonable.

ARTICLE 21: NOTICE

- 21.1 All notices, consents and other communications to be given here under shall be in writing, except as otherwise provided herein or specifically directed in writing by the recipient, and shall be delivered personally, by registered mail, registered airmail or cable or facsimile transmission (confirmed by registered mail) at the address recited herein below. Notice given as herein provided shall be effective on this date received by the addressee Parties. Any Party hereto may change its address for the receipt of such notice duly given to the other Party.

FOR PARTY-A

Hopeful Enterprise Inc.

Rm 51,5th Floor, Britannia House, JalanCator, Bandar Seri Begawan BS 8811, Negara Brunei

Darussalam

FOR PARTY B

Daw Nan Khan Laung

Industrial Zone (2), Mingyimahar Min Khaung Street, Nyaung Village, Hlaing Thar Yar Township, Yangon Region, Myanmar

ARTICLE 22: WAIVER

- 22.1 The failure by any Party hereto to enforce any of the terms or conditions of this Agreement shall not constitute a waiver of that Party's right thereafter to enforce that or any other terms or conditions of this Agreement.

ARTICLE 23: GOVERNING LAW

- 23.1 This Agreement shall be governed by and constructed and interpreted in all respects in accordance with the laws, rules, regulations, procedures and directives of the Republic of the Union of Myanmar.

ARTICLE 24: LAW OF PERFORMANCE

- 24.1 The Parties shall carry out their obligations arising out of this Agreement in accordance with the law, rules, regulations, directives and procedures of the Republic of the Union of Myanmar.

ARTICLE 25: ARBITRATION

- 25.1 If any dispute arises out of this Agreement or any other agreement or document executed in connection with this Agreement, the Parties hereto shall consult with each other in good faith in order to settle such dispute amicably. In the event that such dispute cannot be settled amicably, it shall be settled in the Republic of the Union of Myanmar through Arbitration, through three arbitrators, each one of whom shall be appointed by each Party. Should the Arbitrators fail to reach an Agreement, then such dispute shall be referred to an Umpire nominated by those Arbitrators. The decision of the Arbitrators or the Umpire shall be final and binding upon the parties. The Arbitration proceedings shall in all respects conform to the Myanmar Arbitration Law 2016 or any subsisting statutory modification thereof. The venue of arbitration shall be Yangon, the Republic of the Union of Myanmar. The arbitration fees shall be borne by the losing party.

ARTICLE 26: SEVERABILITY

- 26.1 If any provision of this Agreement or application of any such provision to any person or circumstance is determined by any arbitration or court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement or the application of such provision to any other person or circumstance shall not be affected thereby and each provision of this Agreement shall be valid and enforceable severally to the fullest extent permitted by laws.

ARTICLE 27: INDEMNIFICATION

- 27.1 In the event any Party hereto breaches an obligation prescribed under this Agreement or delays or interferes with the other party in the performance of this Agreement, it shall be liable to the other party, but none of the parties shall be liable to the other parties for any consequential or incidental damage.

ARTICLE 28: ENTIRE AGREEMENT

- 28.1 This Agreement constitutes the entire and final expression of the agreement between the Parties relating to the subject matter therein and the terms included therein may not be contradicted by the evidence of any prior written or oral agreement.

ARTICLE 29: AMENDMENT OF THE AGREEMENT

- 29.1 Any amendment, modification or supplement to this Agreement shall be in writing and signed by all of the Parties, and will be a part of this Agreement after approval of the authorities concerned.

ARTICLE 30: WARRANTY AND REPRESENTATION

- 30.1 Each party represents, and warrants to the other parties it is legal person duly authorized under the relevant laws and has the right power, sound financial standing and authority to enter into this Agreement.

ARTICLE 31: CONDITION PRECEDENT

- 31.1 This agreement is conditional upon receipt of all necessary and requisite approval for its performance and implementation of this agreement from relevant Government Authorities in the Republic of the Union of Myanmar.

ARTICLE 32: PROTECTION OF ENVIRONMENT

- 32.1 This Joint Venture Company shall be responsible for the preservation of the environment at and around the area of project site. The Company shall take all necessary measures to control pollution of air, water and land, and other environmental degradation and shall be in accordance with Myanmar laws, rules and regulations.
- 32.2 The Company shall take necessary measures in order to fulfill environmental protection such as installation of the waste water treatment plant and other treatment procedures to keep the project site environmentally friendly.

ARTICLE 33: RENEGOTIATION OF THE AGREEMENT

- 33.1 In the event any situation or circumstances, not envisaged in this Agreement arises, which warrants amendments to this Agreement the Parties shall negotiate and make necessary amendments in writing.

ARTICLE 34: LANGUAGE

- 34.1 All notices or other communication under or in connection with this Agreement shall be made in English. If any such notice or other communication to be given or made under this Agreement is translated into another language, then, in the event of any conflict between English text and the translation, the English text shall prevail.

IN WITNESS WHEREOF the Parties hereto have hereunto set their hands the day and year first above written.

Signed by Ms.

For and on behalf of

Hopeful Enterprise Inc.

In the presence of :

.....
Name:

Passport No.

Signed by Daw Nan Khan Laung

NRC No. 13/ La Ya Na (N) 110279

In the presence of :

Name

NRC No.

အခွန်ကင်းလွတ်ခွင့်နှင့်သက်သာခွင့်လျှောက်ထားလွှာ

သို့

ဥက္ကဋ္ဌ

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

စာအမှတ်၊ GSF/MIC/002/06

ရက်စွဲ ၂၀၁၇ ခုနှစ်၊ မေ လ ရက်

အကြောင်းအရာ။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေအရ အခွန်ကင်းလွတ်ခွင့်နှင့်သက်သာ ခွင့်များ လျှောက်ထားခြင်း

ကျွန်တော်/ကျွန်မသည် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေ ပုဒ်မ ၇၄ အရ အခွန်ကင်းလွတ်ခွင့်နှင့် သက်သာခွင့်များ ခံစားခွင့်ရရှိရေးအတွက် အောက်ဖော်ပြပါအချက်များအား ဖြည့်စွက်၍ လျှောက်ထားအပ်ပါသည်။

၁။ လျှောက်ထားသူ

(က) ရင်းနှီးမြှုပ်နှံသူ/အခွင့်ရကိုယ်စားလှယ် - Mr.He Geng-Yan

အမည်

(ခ)မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှု ကော်မရှင် - လျှောက်ထားဆဲ

ခွင့်ပြုမိန့်အမှတ်သို့မဟုတ်အတည်ပြု

မိန့်အမှတ်(လျှောက်ထားဆဲဖြစ်ပါက

လျှောက်ထားဆဲဖြစ်ကြောင်းဖော်ပြရန်

၂။ တည်ဆောက်ရေးကာလ/ ပြုပြင်မွမ်းမံသည့် - (၁) နှစ်

ကာလ

၃။ စီးပွားဖြစ်စတင်ဆောင်ရွက်သည့်နေ့ - မသတ်မှတ်ရသေးပါ။

၄။ အောက်ပါအခွန်ကင်းလွတ်ခွင့်နှင့်သက်သာခွင့်ကိုခံစားခွင့်ပြုနိုင်ပါရန်လျှောက်ထားအပ်ပါသည်။

(က) မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေပုဒ်မ ၇၅(က) ပါဝင်ငွေခွန် ကင်းလွတ်ခွင့်

(၁) စီးပွားဖြစ်စတင်သောနှစ်အပါအဝင်တစ်ဆက်တည်း (၃) နှစ်အထိပါဝင်ငွေခွန်ကင်းလွတ်ခွင့်
ပြုပေးပါရန်

မှတ်ချက်။ မိမိလျှောက်ထားလိုသည့် ကင်းလွတ်ခွင့်နှင့် သက်သာခွင့်များကိုဖော်ပြရန်

၅။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေပုဒ်မ ၇၅(က) - မြေကွက်အမှတ်(၇)၊ စက်မှုဇုန်(၂)

ပါဝင်ငွေခွန်ကင်းလွတ်ခွင့်လျှောက်ထားမည် လှိုင်သာယာမြို့နယ်၊ ရန်ကုန်မြို့။

ဆိုပါက နည်းဥပဒေ ၈၃ နှင့် အညီ လုပ်ငန်း

ဆောင်ရွက် နေသည့် ဇုန်နေရာ သို့မဟုတ် -----

နည်းဥပဒေ ၉ နှင့် အညီ တွက်ချက်ထားသော -----

ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းတန်ဖိုးဖြင့် ရာခိုင်နှုန်း -----

အထက်အား ရင်းနှီးမြှုပ်နှံထားသည့် သို့မ -----

ဟုတ်လုပ်ငန်း ဆောင်ရွက်နေသည့် ဇုန် -----

နေရာကိုဖော်ပြပေးရန်။

၆။ မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှုဥပဒေပုဒ်မ ၇၇ (က) နှင့် (ဃ) ကိုလျှောက်ထားမည်ဆိုပါကနည်း ၈၄ ဥပဒေ ၈၄ ပါ အချက်အလက်များကို ဇယား (၁) တွင်ဖြည့်စွက်ရန်။

၇။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံ မှုဥပဒေ ပုဒ်မ ၇၇ (ခ) အရ အခွန်ကင်းလွတ်ခွင့်နှင့် သက်သာခွင့်
လျှောက်ထားမည်ဆိုပါကနည်းဥပဒေ ၉ နှင့် အညီ အောက်ဖော်ပြပါအချက်အလက်များကိုဖော်
ပြပေးအပ်ရန်-

(က) ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းမှရရှိမည့်တစ် -----

နှစ်စာမျှောမှန်းပင်ငွေ

(ခ) ပို့ကုန်များမှရရှိသောတစ်နှစ်စာ နိုင်ငံ -----

ခြားငွေ

၈။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေပုဒ်မ ၇၈(က)အရ ကင်းလွတ်ခွင့်နှင့် သက်သာခွင့်
လျှောက်ထားမည်ဆိုပါကနည်းဥပဒေဥပဒေနှင့်အညီတစ်ဖက်ဟာအချက်အလက်များကို
ဖော်ပြပေးအပ်ရန်-

(က) မည်သည့်ဘဏ္ဍာနှစ်တွင်ရရှိခဲ့သည့် -----

အမြတ်ငွေဖြစ်ကြောင်းဖော်ပြရန်၊

(ခ) မည်သည့်ဘဏ္ဍာနှစ်အတွက်ပြန်လည် -----

ရင်းနှီးမြှုပ်နှံလိုကြောင်းဖော်ပြရန်၊

(ဂ) ပြန်လည် ရင်းနှီးမြှုပ်နှံမည့် ပမာဏ -----

ကိုဖော်ပြပေးရန်။

၉။ ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်း တိုးချဲ့လုပ်ကိုင်ခြင်းအတွက် လိုအပ်သည့် သို့မဟုတ် ရင်းနှီးမြှုပ်နှံမှုလုပ်
ငန်း တည်ဆောက်မှု သို့မဟုတ် ပြင်ဆင်မှုအတွက်တင်သွင်းမည့် စက်ပစ္စည်းများ၊ အသုံး အ
ဆောင်တန်ဆာပလာများ၊ စက်ကိရိယာအစိတ်အပိုင်းများ၊ စက်အရန်ပစ္စည်းများပြည် တွင်း
၌ပယ်ယူရရှိနိုင်ခြင်းမရှိသော တည်ဆောက်ရေးပစ္စည်းများ၊လုပ်ငန်းသုံးပစ္စည်းများကို ဇယား ၂
တွင်ပြည့်စုံစွာဖြည့်စွက်ပါ။

၁၀။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေပုဒ်မ ၇၈(ခ) အရ ကင်းလွတ်ခွင့်နှင့် သက်သာခွင့်လျှောက်ထား
မည်ဆိုပါကအောက်ပါအချက်အလက်များကိုဖော်ပြပေးအပ်ရန်-

(က) နိုင်ငံတော်၏ သက်ဆိုင်ရာ ဥပဒေအရ ခွင့်ပြုထားသည့်ပစ္စည်း တန်ဖိုးလျှော့တွက်
နှုန်းထား နှင့်၎င်းနှုန်းထား၏ ၁.၅ဆနှင့် တူညီသည့်ပစ္စည်းတန်ဖိုးလျှော့တွက်နှုန်းထားတို့ကို
ယှဉ်တွဲချက် ဖော်ပြထားသည့် ပစ္စည်းတန်ဖိုးလျှော့တွက်နှုန်းထား တွက်ချက်မှုကိုပူးတွဲ
တင်ပြရန်။

(ခ) ရင်းနှီးမြှုပ်နှံသူသည် ပစ္စည်းတန်ဖိုးလျော့တွက်နှုန်းထားကို တွက်ချက်ခံစားခွင့်အတွက် အခြားသက်ဆိုင်ရာ အစိုးရဌာန၊ အစိုးရအဖွဲ့အစည်းထံ သီးခြားလျှောက်ထားခြင်း သို့မဟုတ် ရရှိထားခြင်း ရှိ၊ မရှိ။

၁၁။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေပုဒ်မ ၇၈(ခ) အရ ကင်းလွတ်ခွင့်နှင့် သက်သာခွင့်လျှောက်ထား မည်ဆိုပါက ဘဏ္ဍာနှစ်အတွက် သုတေသနနှင့်ဖွံ့ဖြိုးရေးလုပ်ငန်းများ၏ အမှန်တကယ်ကုန်ကျစရိတ် ကို တရင်းပြုစု၍ ပူးတွဲတင်ပြရန်။

လျှောက်ထားသူလက်မှတ်

အမည် Mr. He Geng Yan

ရာထူး

ဌာန/ကုမ္ပဏီတံဆိပ်



MR. HE ...

Managing Director

Golden Seafood Products

Golden Seafood Production Company Limited
List of Machinery to be imported

ගණ: (၁)

Sr No	Description	Unit	Number	Unit Price	Amount
1	Air conditioning	Unit	1	\$ 50,000	\$ 50,000
2	Lighting	Set	1	\$ 5,000	\$ 5,000
3	Meal detector	Unit	2	\$ 12,000	\$ 24,000
4	Packing Machine	Unit	3	\$ 850	\$ 2,550
5	CF Machine	Unit	1	\$ 210,000	\$ 210,000
6	Colding Systems	Set	1	\$ 60,000	\$ 60,000
7	Colding warehouse	Unit	1	\$ 20,000	\$ 20,000
8	Bread crumble machine	Set	1	\$ 4,000	\$ 4,000
9	Battering machine	Set	1	\$ 2,500	\$ 2,500
10	Water puring machine	Set	1	\$ 1,500	\$ 1,500
11	Heatshrink machine	Set	1	\$ 2,500	\$ 2,500
12	Transformer 500 KW	Set	1	\$ 70,000	\$ 70,000
13	Electricity works	Set	1	\$ 71,982	\$ 71,982
Total Amt					\$ 524,032

List of Machinery to be imported

Sr No	Description	Unit	Number	Unit Price	Amount
1	Working Table	Unit	36	\$ 430	\$ 15,480
2	Frozen tray	Unit	3600	\$ 1	\$ 3,600
3	Tray	Unit	600	\$ 5	\$ 3,000
4	Production Tools	Lot	1	\$ 40,000	\$ 40,000
5	Small item equipment	Lot	1	\$ 3,000	\$ 3,000
Total Amt					\$ 65,080

Sub Total

\$ 589,112

မြေအသုံးပြုခွင့်လျှောက်ထားလွှာ

သို့

ဥက္ကဋ္ဌ

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဧကန်မရှင်

စာအမှတ် : GSF/MIC/003/07

ရက်စွဲ၊ ၂၀၁၇ ခုနှစ်၊ မေလ() ရက်

အကြောင်းအရာ၊ ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းဆောင်ရွက်ရန် မြေငှားရမ်းခွင့် သို့မဟုတ် မြေအသုံးပြုခွင့် လျှောက်ထားခြင်း။

ကျွန်တော်/ကျွန်မသည် ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်း ဆောင်ရွက်ရန်အတွက် မြေငှားရမ်းခွင့် သို့မဟုတ် မြေအသုံးပြုခွင့်ကို မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှု နည်းဥပဒေများ ၁၁၆ နှင့်အညီ အောက်ပါအချက်အလက်များကို ဖော်ပြ၍ လျှောက်ထားအပ်ပါသည်-

- ၁။ မြေနှင့်အဆောက်အအုံဖော် မူလပိုင်ရှင်နှင့်စပ်လျဉ်းသောအချက်အလက်များ
 - (က) ပိုင်ရှင်အမည်/အဖွဲ့အစည်း - ဦးမင်းသိမ်း
 - (ခ) ဧရိယာအကျယ်အဝန်း - (၁.၁၁၄) ဧက
 - (ဂ) တည်နေရာ - မြေကွက်အမှတ်(၃)စက်မှုဇုန်(၂)၊ လှိုင်သာယာမြို့နယ် ရန်ကုန်မြို့။
 - (ဃ) မူလမြေအသုံးပြုခွင့်ရရှိထားသောကာလ (မြေငှားရမ်းသက်တမ်း) - နှစ်(၆၀) (၂၆.၁.၁၉၉၆ မှ ၂၅.၁.၂၀၅၆ ထိ)
 - (င) နှစ်ရှည်ငှားရမ်းခများကိုမတည်ရင်းနှီးငွေအဖြစ်ပေးပို့ခြင်းရှိ-မရှိ - မရှိ
 - (စ) ကနဦးငှားရမ်းသူကသဘောတူ/မတူ - တူ
 - (ဆ) မြေအမျိုးအစား - စက်မှုဇုန်
- ၂။ အငှားချထားသူ
 - (က) အမည်/ကုမ္ပဏီအမည်/ဌာန/အဖွဲ့အစည်း - Go Sea Sea Food Production Co.,Ltd
 - (ခ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ် - ၁၁၈၄ အက်ဒီစီ ၂၀၁၆-၂၀၁၇(ရက)

(ဂ) နေရပ်လိပ်စာ - မြေကွက်အမှတ်(၇)၊စက်မှုဇုန်(၂) လှိုင်သာယာမြို့နယ် ရန်ကုန်မြို့။

၃။ အငှားချထားခြင်းခံရသူ

(က) အမည်/ကုမ္ပဏီအမည်/ဌာန/အဖွဲ့အစည်း - ရွှေပင်လယ်စာ ထုတ်လုပ်မှု ကုမ္ပဏီလီမိတက်

(ခ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်၊ နိုင်ငံကူးလက်မှတ်အမှတ် - ၁၁၈၄ အက်ဗီ ၂၁၁၆-၂၁၁၇(ရက)

(ဂ) နိုင်ငံသား -

(ဃ) နေရပ်လိပ်စာ - မြေကွက်အမှတ်(၇)၊စက်မှုဇုန်(၂) လှိုင်သာယာ မြို့နယ်၊ ရန်ကုန်မြို့။

၄။ ငှားရမ်းလိုသည့်မြေနှင့်စပ်လျဉ်းသည့်အခွန်အလက်များ

(က) ရင်းနှီးမြှုပ်နှံသည့်လုပ်ငန်းအမျိုးအစား - ပဲခူးနှင့် ကကန်းပျောများကိုတန်ဖိုးဖြင့် ပြုပြင် ထုတ်လုပ် ဤမြေမြို့ရောင်းချခြင်း လုပ်ငန်း

(ခ) ရင်းနှီးမြှုပ်နှံသည့်အရပ်ဒေသ(များ) - လှိုင်သာယာ မြို့နယ် ရန်ကုန် မြို့။

(ဂ) တည်နေရာ(ရပ်ကွက်၊မြို့နယ်၊ညောင်နယ်၊တိုင်းဒေသကြီး) - မြေကွက်အမှတ်(၇)၊စက်မှုဇုန်(၂) လှိုင်သာယာ မြို့နယ်၊ ရန်ကုန် မြို့။

(ဃ) မြေဧရိယာအကျယ်အဝန်း - ၁၁၁၄ စတုရန်းမီတာ

(င) အဆောက်အအုံအရွယ်အစား အခေအကွက် - ၇၃၄ စတုရန်းမီတာ

(စ) အဆောက်အအုံတန်ဖိုး -----

၅။ မြေပိုင်ဆိုင်မှု/မြေရန်အထောက်အထား လက်မှန်း အမှတ်၊ မြေပုံနှင့် မြေငှားစာချုပ် (မူကြမ်း) တင်ပြရန်။

၆။ မြေငှားရမ်းခြင်းနှင့်စပ်လျဉ်း၍ အောက်ဖော်ပြပါအတိုင်း တစ်ဆင့်ငှားရမ်းထားခြင်း ရှိ - မရှိ

() နိုင်ငံတော်၏ ဥပဒေများနှင့် အညီအစ်ဆင့်အတိုင်း အစိုးရအဖွဲ့အစည်းထဲမှ နိုင်ငံတော် ပိုင်မြေ သို့မဟုတ် အဆောက်အအုံအသုံးပြုနှင့်အား မဆင်တူပဲ ရှေ့ထားသောပုဂ္ဂိုလ်၊ - မရှိ

() အစိုးရဌာန၊ အစိုးရအဖွဲ့အစည်း၏ ခွင့်ပြုချက်နှင့်အညီနိုင်ငံတော်ပိုင်မြေသို့မဟုတ် အဆောက်အအုံအားတစ်ဆင့်ငှားယူရန် သို့မဟုတ် တစ်ဆင့်လိုင်စင် ရယူရန်အခွင့်ရှိသည် ပုဂ္ဂိုလ်၊ - မဟုတ်

၇။ မြေ/အဆောက်အအုံ ငှားရမ်းခနှုန်း (တစ်နှစ်လျှင် တစ်စတုရန်းမီတာအတွက်) - တစ်စတုရန်းမီတာ - ၅.၃၂ ဒေါ်လာ

၈။ မြေအသုံးချမှုပရီမီယံကြေး (Land Use Premium - LUP) (အစိုးရဌာန/ အစိုးရအဖွဲ့အစည်းပိုင် မြေငှားရမ်းခြင်းဖြစ်ပါက အငှားချထားခြင်းခံရသူထံမှ ငွေသားဖြင့် LUP တောင်းခံပါမည်။)

တစ်စကန့်နှုန်း -----

၉။ မူလမြေငှားရမ်းခွင့်ရှိသို့မဟုတ်မြေအသုံးပြုခွင့်ရသူမှ ငှားရမ်းရန်သဘောတူ/မတူ - တူ

၁၀။ ငှားရမ်းမည့်ကာလ - နှစ် ၅၀ + ၁၀ နှစ် (၂) ကြိမ်

၁၁။ စက်မှုရန်၊ ဟိုတယ်ရန်၊ ကုန်သွယ်ရေးရန် - လိုင်သာယာ စက်မှုရန် (၂)

အစရှိသည့် သက်ဆိုင်ရာ လုပ်ငန်းရန်ခရိယာ

အတွင်းရှိမြေ ဟုတ်/မဟုတ် (ရန်ကိုဖော်ပြရန်)

လျှောက်ထားသူလက်မှတ်

အမည် - Mr. He Geng - Yan

ရာထူး

ဌာန/ကုမ္ပဏီတံဆိပ်



MR. HE GENG

Managing

Golden Seafood Products

7

LAND LEASE AGREEMENT

BY AND BETWEEN

U MIN THEIN

AND

GOLDEN SEA FOOD PRODUCTION COMPANY LIMITED

LAND LEASE AGREEMENT

This LEASE AGREEMENT made, entered into and delivered at Yangon on this Day of Two Thousand And Thirteen.

BY AND BETWEEN

U Min Thein, Living at No. 47, Bo Ywe Street, La Thar Township, Yangon, Myanmar (hereinafter referred to as "lessor" which expression shall, unless repugnant to the context or the meaning thereof, be deemed to include its successors, legal representatives and permitted assigns), of the ONE PART.

AND

Golden Sea Food Production Company Limited

Foreign Joint Venture Company Limited by shares and incorporated and registered under the laws of the Republic of the Union of Myanmar, having its office at Building (6), Room 323, Kyaikkasan Housing, Marlamwe Street, Tamwe (B) Ward, Tamwe Township, Myanmar (hereinafter referred to as "Lessee" which expression shall, unless repugnant to the context or the meaning thereof, be deemed to include its successors, legal representatives and permitted assigns), represented for the purpose by its Managing Director, **Mr. He Geng-Yan** of the OTHER PART,

WITNESSETH AS FOLLOWS;

WHEREAS the LESSEE is desirous of entering into this Lease Agreement for utilizing the lease land of 1.114 acra equivalent to 4508.20 square meter, in Plot No. (7), Hlaing Thar Yar Industrial Zone (2), Yangon, described in the map as per AppendixA. attached hereto (which shall form an integral part of this Lease Agreement) to construct Golden Sea Food Production Company Limited thereon to produce and distribute of pre fired soft shell crab and shrimp.

WHEREAS the LESSOR is desirous of leasing the land plot as afore-mentioned to the LESSEE to make foreign investment in Myanmar.

WHEREAS this LESSOR represents and warrants that it has the legal and beneficial right on the said land; and the LESSOR has the right to lease the land to foreign company for long term period according to the Provisions of the Notification No. (39/2011) issued on 30.9.2011.

WHEREAS both the LESSOR and the LESSEE hereto are legally authorized to enter into this Lease Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS;

ARTICLE I: SCOPE OF AGREEMENT

- 1-01 In consideration of the rent hereinafter reserved and the covenants made by the LESSEE hereinafter contained, the LESSOR hereby lease unto the LESSEE all that piece of land at Plot No. (7), Hlaing Thar Yar Industrial Zone (2), Yangon, Myanmar measuring 1.114 acra equivalent to 4508.20 square feet as per map attached as Appendix....A.... hereto (which shall form and integral part of this Lease Agreement) together with all the rights, easements, building, appurtenances thereto, except all mines, mineral deposits, gemstones, coal, petroleum and other natural resources as well as buried treasure and gems occurring in, under or within the said land for a term of Twenty years terms from the date of signing this Lease Agreement,
- 1-02 On expiry of 50 (Fifty) years' term of the lease extendable to 10 years two times terms, this lease may be renewed for further terms with the consent of the LESSOR and subject to the approval of the Myanmar Investment Commission (hereinafter called MIC).

ARTICLE II : ANNUAL RENTAL AND PAYMENT TERMS

- 2-01 USD 2000.00 (USD Two Thousand Only) per month payable Twelve (12) months in advance which is the rent for the first year.
- 2-02 The annual rent for the land shall be USD 24,000.00 (USD Twenth Four Thousand Only) calculated at the rate of USD 5.32 per square meter per year of leased land area of 1.114 acra equivalent to 4508.20 square meter..
- 2-01 Payment of annual rent shall be made (30) days before the end of the first in advance in the first day of each tenancy month.
- 2-02 The rate of rent shall be revised in view of prevailing land lease rates after second year period and increase of the rent shall not be more than 5% (Five Percent) of the preceding annual rent.
- 2-03 The rent shall be calculated from the date of signing this Lease Agreement.

ARTICLE III : PLACE OF BUSINESS AND FACTORY

- 3-01 The Place of business and factory of the LEESEE shall be in Plot No. (7), Hlaing Thar Yar Industrial Zone (2), Yangon, Myanmar. The LEESSEE may also have registered offices at such other places as may be determined by the Board of Directors.

ARTICLES IV: EFFECTIVE DATE AND TERMS OF THE LEASE

- 4-01 The effective date of this Lease Agreement shall be the date on which this Lease Agreement is signed by both the LESSOR and the LESSEE. The terms of the lease shall be initially 50 (Fifty) years extendable to 10 years two times terms from the date of the signing of the lease Agreement.

ARTICLE V : RIGHTS AND OBLIGATIONS OF LESSEE

- 5-01 The LESSEE hereby covenants with the LESSOR for the following:

- 5-01 (1) to pay the said rent on the days and in the manner hereinbefore appointed for payment thereof and to pay for all the charges to be collected by respective authorities with respect to any services provided,
- 5-01 (2) not to sub-lease, assign or transfer the whole or any part of the leasehold interest hereby created, concerning the leased premises or any part thereof, without the consent of the LESSOR and the approval of the Myanmar Investment Commission,
- 5-01(3) to utilize the leased land and building for the purpose of installing plant and equipment for processing, preserving, marketing lubricants,
- 5-01(4) to ensure that all activities and operations on the premises or any part thereof including the Factory under lease and other related facilities, are in conformity with the laws, regulations and directives of the Union of Myanmar.
- 5-01 (5) The LESSEE shall be responsible for protection as well as preservation of the environment in and around the work-site, and shall be able to control pollution of air, water and land and not to cause any environmental degradation. The LESSEE shall also take necessary measures in order to make environmental protection and other treatment procedures to keep the work-site environmentally friendly.
- 5-01 (6) to surrender the lease within 3 (three) months of prior notice served to the LESSOR and take away or dispose of all moveable properties not affecting the LESSOR's right to claim for the rent up to the date of complete evacuation and damages caused to the land, in the event of termination under Clause 13-03.

ARTICLE VI: RIGHTS AND OBLIGATIONS OF LESSOR

6-01 The LESSEE paying the rent hereinbefore mentioned and performing and observing the covenants hereinbefore contained, the LESSOR hereby covenants with the LESSEE for the following:

6-01 (1) The lessor will allow the lessee to use the building, install the machineries and equipment to set up Factory.

6-01 (2) The LESSOR shall pay all land revenues imposed on the leased land.

6-01 (3) The Lessor is to assist in getting sufficient electricity power supply, required telephones, fax lines and telex lines.

ARTICLE VII: GOVERNING LAW & JURISDICTION

7-01 This Lease Agreement shall be read, construed, interpreted and governed, in all respects, by the laws of the Republic of the Union of Myanmar and the parties hereto hereby submit to the jurisdiction of the relevant court in Myanmar and all courts competent to hear appeals there from.

ARTICLE VIII: WARRANTY AND REPRESENTATION

8-01 Each party represents and warrants to the other that it is a legal person duly authorized under the relevant laws and has the right, power, sound financial standing and authority to enter into this Lease Agreement.

ARTICLE IX : CONDITION PRECEDENT

9-01 This Lease Agreement is conditional upon receipt of all necessary and requisite approvals for its performance and implementation of this Lease Agreement from all relevant Government authorities in the Republic of the Union of Myanmar.

ARTICLE X : RENEGOTIATION OF AGREEMENT

10-01 In the event that any situation or condition arises due to circumstances not envisaged in the Agreement and that it warrants amendments to this Lease Agreement, the parties hereto shall make necessary negotiations with a view to making such amendments.

- 10-02 Such amendments are subject to the approval of the Myanmar Investment Commission.

ARTICLE XI: LAW OF PERFORMANCE

- 11-01 Both parties shall carry out their obligations arising out of this Lease Agreement according to the laws, rules, regulations, directives and procedures of the Republic of the Union of Myanmar.

ARTICLE XII: ARBITRATION

- 12-01 In the event of any dispute arising between the parties to this Lease Agreement, which can not be settled amicably, such dispute shall be settled in the Republic of the Union of Myanmar by way of Arbitration, through two arbitrators, each one of whom shall be appointed by the LESSOR and the LESSEE respectively. Should the arbitrators fail to reach an agreement, the dispute shall be referred to an umpire nominated by the arbitrators. The decision of the arbitrators or the umpire shall be final and binding upon both parties. The arbitration proceedings shall, in all respects, conform to the Myanmar Arbitration Law, 2016 or any then existing statutory modifications thereof.
- 12-02 Arbitration fees shall be borne by the losing party.
- 12-03 The venue of arbitration shall be in Yangon, Myanmar.

ARTICLE XIII: TERMINATION

- 13-01 This Lease Agreement may be terminated through the service of 90 (ninety) days' notice by either party hereto, upon occurrence of any of the following events, subject to the approval of the Myanmar Investment Commission-
- 14-01 (a) substantial and continuous losses sustained by the business operations,
 - 14-01 (b) breach of any conditions of this Lease Agreement by either party, without rectification within 60 (sixty) days from written notification of the other party,
 - 14-01 (c) force majeure event persisting for more than six months from the occurrence thereof,
- 13-02 This Lease Agreement may be terminated, before the expiry of the term of the Lease, by mutual consent in writing, after a service of 90 (ninety) days' notice of the intention of such termination of the one party to the other.

- 13-03 This Lease Agreement may also be terminated by the LESSEE, in the event that a natural disaster or any destruction or loss caused by force majeure occurs. Notice of intention to terminate shall be given in writing to the Lessor, 90 days' in advance. The LESSEE reserves its right under this Lease Agreement to reconstruct the damaged property at its own cost and continue its operations.
- 13-04 Termination shall be effective, only after the approval of Myanmar Investment Commission.

ARTICLE XIV: FORCE MAJEURE

- 14-01 If either party is temporarily rendered unable wholly or partly by force majeure to perform its obligations or accept the performance of the other party under this Lease Agreement, the affected party shall give notice to the other party within 14 (fourteen) days after the occurrence of the cause relied upon, giving full particulars in writing of such force majeure. The duties of such party as affected by some force majeure shall, with the approval of the other party, be suspended during the continuance of the disability so caused, but for no longer period than reasonable; and such cause shall, as far as possible, be removed with all reasonable dispatch. Neither party shall be responsible for any delay caused by force majeure.
- 14-02 The term "force majeure" as applied herein shall mean Act of God, restraints of a Government, strikes, industrial disturbances, wars, blockades, insurrections, riots, epidemics, civil disturbances, explosions, fires, floods, earthquakes, storms and other causes similar to the conditions as enumerated herein which are beyond the control of either party and which, by the exercise of due care and diligence, either party is unable to overcome.

ARTICLE XV: ASSIGNMENTS

- 15-01 The LESSEE has the right to assign, or transfer its interest in the leasehold to any Company or individual, local or foreign, with the consent of and on terms agreed by the LESSOR, subject to the existing laws of the Republic of the Union of Myanmar and the approval of Myanmar Investment Commission.

ARTICLE XVI: MINERAL RESOURCES AND TREASURES

- 16-01 Mineral resources, treasures, gems and other natural resources, discovered unexpectedly from, in or under the lease land during the term of this Lease Agreement, shall be the property of the LESSOR and the LESSOR shall be at liberty to excavate the aforesaid minerals at anytime, in accordance with laws, rules and regulations of the Republic of the Union of Myanmar.

ARTICLE XVII: NOTICE

- 17-01 Any notice or other communication required to be given or sent hereunder shall be in English Language and be left or sent by prepaid registered post (airmail, if overseas) or telex or facsimile transmission or international courier to the party concerned at its address given underneath, or such other address as the party concerned shall have notified in concurrence with this clause to the other party.

The addresses of parties are as follows.

LESSOR: Name: U Min Thein
Address: No.(47), Bo Ywe Street, Lathar Township, Yangon.

LESSEE: Name: Mr. He Geng-Yan
Address : Building 6, Room No.(323), Marlarnwe Street, Tamwe (B) Ward
Tamwe Township, Yangon.

ARTICLE XVIII: LANGUAGE

- 18-01 This Agreement shall be written in English and be governed by the Laws of Myanmar.

ARTICLE XIX: MANAGEMENT FEES

- 19-01 Factory shall pay for maintenance of the Industrial Estate where Factory is situated, management fees prescribed by and payable to the Management Committee of Industrial Zone.
- 19-02 Management fees shall be paid to the Management Committee as aforementioned at the prescribed rates determined thereby.

ARTICLE XX: RETRANSFER OF LEASED PROPERTY

- 20-01 During the period of 50 (Fifty) years extendable to 10 years two times terms of the leasehold of the leased land, Factory shall undertake normal maintenance and due care of the leased property. Factory shall with the prior written consent of lessor to construct additional buildings or extension of buildings at the factory premises after initial foreign investment.
- 20-02 At the expiry of the Lease period, Factory shall transfer the leased land and immovable properties on it to lessor within 3 (three) months in good condition, ground damages having been refilled or repaired.

IN WITNESS WHEREOF THE PARTIES hereto have set their respective hands and affixed their seals hereunder on the Day, the Month and the Year first above written.

LESSOR

LESSEE

1) U Min Thein

2) Mr. He Geng-Yan
Golden Sea Food Production
Company Limited

In the presence of:

Name:

Name:

... ကိုယ်တိုင် သိရှိသော လည်ကြပ် ပြစ်သဖြင့် ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရဆောက်လုပ်ရေးဝန်ကြီးဌာန
 ... ဌာန ညွှန်ကြားရေးမှူးချုပ် ဒုတိယညွှန်ကြားရေးမှူးချုပ်နှင့် ညွှန်ကြားရေးမှူးတို့ရှေ့တွင် ဦးစီးဌာနတံဆိပ်
 ... ဌာန ညွှန်ကြားရေးမှူးချုပ်နှင့် အဆိုပါ _____ သည် ဤစာချုပ်ကို အထက်၌
 ... လက်မှတ် ရေးထိုးကြကြောင်း။

... မာနိုင်ငံတော်အစိုးရ ဆောက်လုပ်ရေးဝန်ကြီးဌာန မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေး ဦးစီးဌာန

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အဆိပ်ကို ညွှန်ကြားရေးမှူးချုပ် ဦး အကျော် တံဆိပ် _____
 ညွှန်ကြားရေးမှူးချုပ်
 ဒုတိယညွှန်ကြားရေးမှူးချုပ် ဦး စိုးလွင် _____
 ဒုတိယညွှန်ကြားရေးမှူးချုပ်
 နှင့် ညွှန်ကြားရေးမှူး _____ တို့
 ရှေ့မှောက်၌ ခပ်နှိပ်၍ အဆိုပါ
 ညွှန်ကြားရေးမှူးချုပ်၊ ဒုတိယညွှန်ကြားရေးမှူးချုပ်နှင့်
 ညွှန်ကြားရေးမှူးတို့လက်မှတ် ရေးထိုးသည်။

 ညွှန်ကြားရေးမှူး

အသိသက်သေ။

ဒုတိယညွှန်ကြားရေးမှူး (ပြေနှင့်အခွန်) ဦး ဇွန်၊ နင်း

အငှား စာချုပ်ရသူ ဦးစိုးလွင် ဦးအောင် က
 လက်မှတ်ရေးထိုးသည်။

အငှားစာချုပ်ရသူ

အသိသက်သေ။

၁။ _____

၂။ _____

အထက်တွင် ရည်ညွှန်းထားသည့် ဇယား

ခွင့်ပြုပြီး ပြေပုံပြင်သော လူနေရပ်ကွက်အမှတ် _____
 ပြေတိုင်းရပ်ကွက်အမှတ် _____
 ရန်ကုန်မြို့ _____ ပြန်ယ်။

အတွင်းရှိ _____ တန်းစား။ ပြေကွက်အမှတ် _____
 ပြစ်သည်။ ပူးတွဲပါ ပြေပုံ၌ မင်္ဂလာပြင် ပြထားသော အလျား _____ ပေ၊ အနံ _____ ပေ ခန့်ရှိသော အလား အလာ
 အရှေ့လားသော် _____
 အနောက်လားသော် _____
 တောင်လားသော် _____
 မြောက်လားသော် _____
 အတွင်းရှိ ပြေအားလုံး ဧရိယာ _____ ဧက (စတုရန်းပေ _____)

ရန်ကုန်မြို့တော်

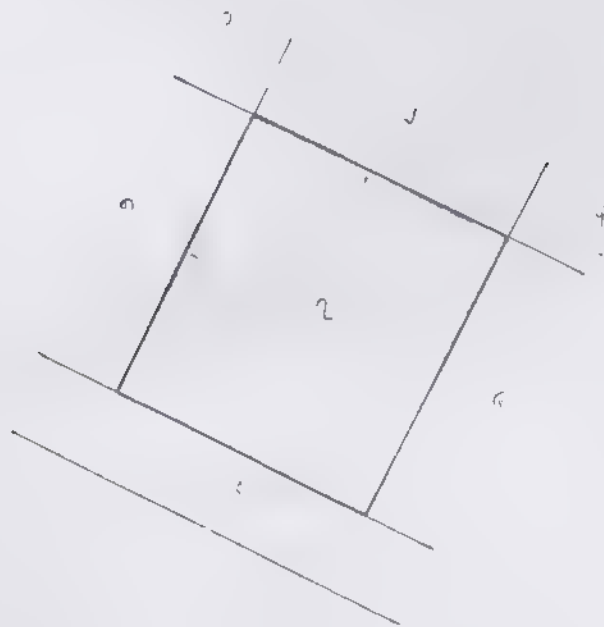
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ရည်ညွှန်းချက်

မြို့တော်

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Shareholders and directors

Sr No	Name	ID No / NRIC & Passport No	Position	Percentage	Address
1	<u>Foreign Side</u> Hopeful Enterprise Inc. (Represented By) Ms. Ho Hsu Yueh Yuan	307020261		80%	51, 5th Floor, Britannia House, Jln. Cator, B58811, Bandar Ser Begawan, Brunei Darussalam
2	Mr. He Cheng Yan	311446048	Managing Director		8F, No.5, Ln.404, Jhong'an Rd., Siaogang Dist., Kaohsiung City 812, Taiwan (R.O.C)
3	<u>Myanmar Side</u> Daw Nan Khan Laung	14/1 a Ya Na (N) 110270	Director	20%	Industrial Zone (2), Mingymahar Min Khaung St, Nyaung Village, Hlaingtharyar Tsp, Yangon

[Exhibit 1]

Golden Seafood Production Company Limited

Yearly Investment

Exhibit -2

Sr No	Particular	Total USD	No of years	Remark
1	2	3	4	5
	Investment Type			
1	Building	140,888	30	
2	Machinery and Equipment	659,112	20	
3	Cash	1,000,000		
	Total Capital	1,800,000		

Golden Seafood Production Company Limited
List of Machinery to be imported

Exhibit -3

Sr No	Description	Unit	Number	Unit Price	Amount
1	Air conditioning	Unit	1	\$ 50,000	\$ 50,000
2	Lighting	Set	1	\$ 5,000	\$ 5,000
3	Meal detector	Unit	2	\$ 12,000	\$ 24,000
4	Packing Machine	Unit	3	\$ 850	\$ 2,550
5	CF Machine	Unit	1	\$ 210,000	\$ 210,000
6	Colding Systems	Set	1	\$ 60,000	\$ 60,000
7	Colding warehouse	Unit	1	\$ 20,000	\$ 20,000
8	Bread crumble machine	Set	1	\$ 4,000	\$ 4,000
9	Battering machine	Set	1	\$ 2,500	\$ 2,500
10	Water puring machine	Set	1	\$ 1,500	\$ 1,500
11	Heatshrink machine	Set	1	\$ 2,500	\$ 2,500
12	Transformer 500 KW	Set	1	\$ 70,000	\$ 70,000
13	Electricity works	Set	1	\$ 71,982	\$ 71,982
Total Amt					\$ 524,032

List of Machinery to be imported

Sr No	Description	Unit	Number	Unit Price	Amount
1	Working Table	Unit	36	\$ 430	\$ 15,480
2	Frozen tray	Unit	3600	\$ 1	\$ 3,600
3	Tray	Unit	600	\$ 5	\$ 3,000
4	Production Tools	Lot	1	\$ 40,000	\$ 40,000
5	Small item equipment	Lot	1	\$ 3,000	\$ 3,000
Total Amt					\$ 65,080

Sub Total

\$ 589,112

List of Machinery to be purchased in local

Exhibit 3-1

Sr No	Description	Unit	Number	Unit Price	Amount
1	Generator 480 KW	Unit	1	\$ 70,000	\$ 70,000
	Total				\$ 70,000

Grand Total

\$ 659,112

Golden Seafood Processing Company Limited
Raw Material to be purchased in Local

Sr No	Particular	Unit	Unit Price	Year-1		Year-2		Year-3		Year-4		Year-5		Year-6-30	
				Qty	Amount (\$)	Qty	Amount (\$)	Qty	Amount (\$)	Qty	Amount (\$)	Qty	Amount (\$)	Qty	Amount (\$)
1	Soft Shell Crab	Kg	9.30	660,000.00	5,580,000	630,000.00	5,850,000	661,500.00	6,151,950	694,575.00	6,459,548	729,303.75	6,782,525	729,303.75	6,782,525
2	Shrimp	Kg	4.00	364,000.00	1,456,000	382,200.00	1,528,800	403,310.00	1,605,240	421,375.50	1,685,502	442,444.28	1,769,777	442,444.28	1,769,777
3	Coating Material	Kg	1.55	600,000.00	930,000	630,000.00	976,500	661,500.00	1,025,325	694,575.00	1,076,591	729,303.75	1,130,421	729,304	1,130,421
	Total				7,966,000		8,364,300		8,782,515		9,221,641		9,682,723		9,682,723

Exhibit - 4

$\frac{1}{\sqrt{\pi}} \int_{-\infty}^{\infty} f(x) e^{-x^2} dx = \frac{1}{\sqrt{\pi}} \int_{-\infty}^{\infty} f(x) e^{-x^2} dx$

END OF THE WORLD

Exhibit No. 5-1

Sr No	Particular	Unit	Year-1	Year-2	Year-3	Year-4	Year-5	Year-6-30
1	PRODUCTION QUANTITY							
	1 Soft Shell Crab	Kg	640,000	630,000	661,500	694,575	729,304	729,304
	2 Shrimp	Kg	936,000	982,800	1,031,940	1,083,537	1,137,714	1,137,714
			1,576,000	1,612,800	1,693,440	1,778,112	1,867,018	1,867,018
1	EXPORT QUANTITY (90%)							
	SOFT SHELL CRAB VAP							
	1 Soft Shell Crab	Kg	540,000	567,000	595,350	625,118	656,373	656,373
	2 Shrimp	Kg	841,100	884,520	928,746	975,183	1,023,942	1,023,942
2	LOCAL QUANTITY (10%)							
	SOFT SHELL CRAB VAP							
	1 Soft Shell Crab	Kg	60,000	63,000	66,150	69,458	72,930	72,930
	2 Shrimp	Kg	93,600	98,280	103,194	108,354	113,771	113,771
			153,600	161,280	169,344	177,811	186,702	186,702

Golden Seafood Production Company Limited

UNIT PRICE

Exhibit No. 5-2

Sr No	Particular	Unit	Year-1	Year-2	Year-3	Year-4	Year-5	Year-6-30
1	<u>EXPORT SALE PRICE</u>							
	1 Soft Shell Crab	USD/Kg	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50
	2 Shrimp	USD/Kg	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00
2	<u>LOCAL SALE PRICE</u>							
	1 Soft Shell Crab	Kyats/Kgs	16,250	16,250	16,250	16,250	16,250	16,250
	2 Shrimp	Kyats/Kgs	6,500	6,500	6,500	6,500	6,500	6,500

Golden Standard Production Company, Inc.
ANNUAL PRODUCTION VALUE

Exhibit No. S-3

Sr No	Particular	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
1	EXPORT VALUE						
	1 Soft Shell Crab	USD 6,750,000.00	USD 7,087,500.00	USD 7,441,875.00	USD 7,813,968.75	USD 8,204,667.19	USD 8,204,667.19
	2 Shrimp	USD 4,212,000.00	USD 4,322,000.00	USD 4,643,730.00	USD 4,875,916.50	USD 5,119,712.33	USD 5,119,712.33
	Total Export Income	USD 10,962,000.00	USD 11,510,000.00	USD 12,085,605.00	USD 12,689,885.25	USD 13,324,379.51	USD 13,324,379.51
2	LOCAL VALUE						
	1 Soft Shell Crab	USD 975,000.00	USD 1,023,750.00	USD 1,074,937.50	USD 1,128,684,375	USD 1,185,118,594	USD 1,185,118,594
	2 Shrimp	USD 608,400.00	USD 638,820.00	USD 670,761.00	USD 704,299,050	USD 739,514,003	USD 739,514,003
	Total Local Income	USD 1,583,400.00	USD 1,662,570.00	USD 1,745,698.50	USD 1,832,983,425	USD 1,924,632,596	USD 1,924,632,596
	Total Local Income (USD)	1,583,400.00	1,662,570.00	1,745,698.50	1,832,983,425	1,924,632,596	1,924,632,596
	Total Income (USD)	12,545,400.00	13,172,570.00	13,831,303.50	14,522,868.67	15,249,012.11	15,249,012.11

Golden Seafood Production Co., Ltd.

PROFIT & LOSS STATEMENT

Exhibit -6

	Year - 1 Kyats	Year - 2 Kyats	Year - 3 Kyats	Year - 4 Kyats
Income				
Export Sales	10,962,000	11,510,100	12,085,605	12,689,885
Local Sales	1,218,000	1,278,900	1,342,845	1,409,987
Sub Total	12,180,000	12,789,000	13,428,450	14,099,873
Expenditure - Farm & Hatchery				
Raw Material	7,966,000	8,364,300	8,782,515	9,221,641
Salary	810,000	850,500	893,025	937,676
Overhead Cost	674,000	708,500	736,850	766,263
Depreciation	37,652	37,652	37,652	37,652
Farm & Hatchery Cost	9,487,652	9,960,952	10,450,042	10,963,232
Gross Profit	2,692,348	2,828,048	2,978,408	3,136,641
Less Expense				
Administrative Expenses	1,506,000	1,582,500	1,654,793	1,730,339
Selling and Distribution Expenses	1,020,000	1,071,000	1,124,550	1,180,778
Rental	24,000	24,000	24,000	24,000
Total Expenses	2,550,000	2,677,500	2,803,343	2,935,117
Net Profit/(Loss) before tax	142,348	150,548	175,065	201,524
Income Taxes 25%				50,381
Profit/(Loss) After Taxes	142,348	150,548	175,065	151,143
CSR 2%	2,847	3,011	3,501	3,027

Golden Sea Food Production Co.,Ltd
PROFIT & LOSS STATEMENT

Exhibit -6

	Year - 5 Kyats	Year 6 Kyats	Year 7 Kyats	Year 8 Kyats	Year 9 Kyats
Income					
Export Sales	13,324,380	13,324,380	13,324,380	13,324,380	13,324,380
Local Sales	1,480,487	1,480,487	1,480,487	1,480,487	1,480,487
Sub Total	14,804,866	14,804,866	14,804,866	14,804,866	14,804,866
Expenditure - Farm & Hatchery					
Raw Material	9,682,723	9,682,723	9,682,723	9,682,723	9,682,723
Salary	984,560	984,560	984,560	984,560	984,560
Overhead Cost	796,776	796,776	796,776	796,776	796,776
Depreciation	37,652	37,652	37,652	37,652	37,652
Farm & Hatchery Cost	11,501,711	11,501,711	11,501,711	11,501,711	11,501,711
Gross Profit	3,303,155	3,303,155	3,303,155	3,303,155	3,303,155
Less Expense					
Administrative Expenses	1,809,284	1,809,284	1,809,284	1,809,284	1,809,284
Selling and Distribution Expenses	1,239,817	1,239,817	1,239,817	1,239,817	1,239,817
Rental	24,000	24,000	24,000	24,000	24,000
Total Expenses	3,073,101	3,073,101	3,073,101	3,073,101	3,073,101
Net Profit/(Loss) before tax	230,054	230,054	230,054	230,054	230,054
Income Taxes 25%	57,514	57,514	57,514	57,514	57,514
Profit /(Loss) After Taxes	172,541	172,541	172,541	172,541	172,541
CSR 2%	3,451	3,451	3,451	3,451	3,451

Golden Sea Food Production Co.,Ltd
PROFIT & LOSS STATEMENT

	Year 10	Year 11	Year 12	Year 13	Exhibit -6 Year 14
	Kyats	Kyats	Kyats	Kyats	Kyats
<u>Income</u>					
Export Sales	13,324,380	13,324,380	13,324,380	13,324,380	13,324,380
Local Sales	1,480,487	1,480,487	1,480,487	1,480,487	1,480,487
Sub Total	14,804,866	14,804,866	14,804,866	14,804,866	14,804,866
<u>Expenditure - Farm & Hatchery</u>					
Raw Material	9,682,723	9,682,723	9,682,723	9,682,723	9,682,723
Salary	984,560	984,560	984,560	984,560	984,560
Overhead Cost	796,776	796,776	796,776	796,776	796,776
Depreciation	37,652	37,652	37,652	37,652	37,652
Farm & Hatchery Cost	11,501,711	11,501,711	11,501,711	11,501,711	11,501,711
Gross Profit	3,303,155	3,303,155	3,303,155	3,303,155	3,303,155
<u>Less Expense</u>					
Administrative Expenses	1,809,284	1,809,284	1,809,284	1,809,284	1,809,284
Selling and Distribution Expenses	1,239,817	1,239,817	1,239,817	1,239,817	1,239,817
Rental	24,000	24,000	24,000	24,000	24,000
Total Expenses	3,073,101	3,073,101	3,073,101	3,073,101	3,073,101
Net Profit/(Loss) before tax	230,054	230,054	230,054	230,054	230,054
Income Taxes 25%	57,514	57,514	57,514	57,514	57,514
Profit /(Loss) After Taxes	172,541	172,541	172,541	172,541	172,541
CSR 2%	3,451	3,451	3,451	3,451	3,451

Golden Seafood Production Co., Ltd.
PROFIT & LOSS STATEMENT

	Year 15	Year 16	Year 17	Year 18	Exhibit -6 Year 19
	Kyats	Kyats	Kyats	Kyats	Kyats
Income					
Export Sales	13,324,380	13,324,380	13,324,380	13,324,380	13,324,380
Local Sales	1,480,487	1,480,487	1,480,487	1,480,487	1,480,487
Sub Total	14,804,866	14,804,866	14,804,866	14,804,866	14,804,866
Expenditure - Farm & Hatchery					
Raw Material	9,682,723	9,682,723	9,682,723	9,682,723	9,682,723
Salary	984,560	984,560	984,560	984,560	984,560
Overhead Cost	796,776	796,776	796,776	796,776	796,776
Depreciation	37,652	37,652	37,652	37,652	37,652
Farm & Hatchery Cost	11,501,711	11,501,711	11,501,711	11,501,711	11,501,711
Gross Profit	3,303,155	3,303,155	3,303,155	3,303,155	3,303,155
Less Expense					
Administrative Expenses	1,809,284	1,809,284	1,809,284	1,809,284	1,809,284
Selling and Distribution Expenses	1,239,817	1,239,817	1,239,817	1,239,817	1,239,817
Rental	24,000	24,000	24,000	24,000	24,000
Total Expenses	3,073,101	3,073,101	3,073,101	3,073,101	3,073,101
Net Profit/(Loss) before tax	230,054	230,054	230,054	230,054	230,054
Income Taxes 25%	57,514	57,514	57,514	57,514	57,514
Profit/(Loss) After Taxes	172,541	172,541	172,541	172,541	172,541
CSR 2%	3,451	3,451	3,451	3,451	3,451

Golden Seafood Production Co., Ltd.
PROFIT & LOSS STATEMENT

	Year 20	Year 21	Year 22	Year 23	Exhibit -6 Year 24
	Kyats	Kyats	Kyats	Kyats	Kyats
<u>Income</u>					
Export Sales	13,324,380	13,324,380	13,324,380	13,324,380	13,324,380
Local Sales	1,480,487	1,480,487	1,480,487	1,480,487	1,480,487
Sub Total	14,804,866	14,804,866	14,804,866	14,804,866	14,804,866
<u>Expenditure - Farm & Hatchery</u>					
Raw Material	9,682,723	9,682,723	9,682,723	9,682,723	9,682,723
Salary	984,560	984,560	984,560	984,560	984,560
Overhead Cost	796,776	796,776	796,776	796,776	796,776
Depreciation	37,652	4,696	4,696	4,696	4,696
Farm & Hatchery Cost	11,501,711	11,468,755	11,468,755	11,468,755	11,468,755
Gross Profit	3,303,155	3,336,111	3,336,111	3,336,111	3,336,111
<u>Less Expense</u>					
Administrative Expenses	1,809,284	1,809,284	1,809,284	1,809,284	1,809,284
Selling and Distribution Expenses	1,239,817	1,239,817	1,239,817	1,239,817	1,239,817
Rental	24,000	24,000	24,000	24,000	24,000
Total Expenses	3,073,101	3,073,101	3,073,101	3,073,101	3,073,101
Net Profit/(Loss) before tax	230,054	263,010	263,010	263,010	263,010
Income Taxes 25%	57,514	65,753	65,753	65,753	65,753
Profit/(Loss) After Taxes	172,541	197,258	197,258	197,258	197,258
CSR 2%	3,451	3,945	3,945	3,945	3,945

Golden Seafood Production Co., Ltd.
PROFIT & LOSS STATEMENT

Exhibit -6

	Year 25 Kyats	Year 26 Kyats	Year 27 Kyats	Year 28 Kyats	Year 29 Kyats
Income					
Export Sales	13,324,380	13,324,380	13,324,380	13,324,380	13,324,380
Local Sales	1,480,487	1,480,487	1,480,487	1,480,487	1,480,487
Sub Total	14,804,866	14,804,866	14,804,866	14,804,866	14,804,866
Expenditure - Farm & Hatchery					
Raw Material	9,682,723	9,682,723	9,682,723	9,682,723	9,682,723
Salary	984,560	984,560	984,560	984,560	984,560
Overhead Cost	796,776	796,776	796,776	796,776	796,776
Depreciation	4,696	4,696	4,696	4,696	4,696
Farm & Hatchery Cost	11,468,755	11,468,755	11,468,755	11,468,755	11,468,755
Gross Profit	3,336,111	3,336,111	3,336,111	3,336,111	3,336,111
Less Expense					
Administrative Expenses	1,809,284	1,809,284	1,809,284	1,809,284	1,809,284
Selling and Distribution Expenses	1,239,817	1,239,817	1,239,817	1,239,817	1,239,817
Rental	24,000	24,000	24,000	24,000	24,000
Total Expenses	3,073,101	3,073,101	3,073,101	3,073,101	3,073,101
Net Profit/(Loss) before tax	263,010	263,010	263,010	263,010	263,010
Income Taxes 25%	65,753	65,753	65,753	65,753	65,753
Profit /(Loss) After Taxes	197,258	197,258	197,258	197,258	197,258
CSR 2%	3,945	3,945	3,945	3,945	3,945

Golden Seafood Production Co., Ltd.
PROFIT & LOSS STATEMENT

	Year 30	Year 31	Year 32	Exhibit -6 Year 33
	Kyats	Kyats	Kyats	Kyats
<u>Income</u>				
Export Sales	13,324,380	13,324,380	13,324,380	13,324,380
Local Sales	1,480,487	1,480,487	1,480,487	1,480,487
Sub Total	14,804,866	14,804,866	14,804,866	14,804,866
<u>Expenditure - Farm & Hatchery</u>				
Raw Material	9,682,723	9,682,723	9,682,723	9,682,723
Salary	984,560	984,560	984,560	984,560
Overhead Cost	796,776	796,776	796,776	796,776
Depreciation	4,696			
Farm & Hatchery Cost	11,468,755	11,464,059	11,464,059	11,464,059
Gross Profit	3,336,111	3,340,807	3,340,807	3,340,807
<u>Less Expense</u>				
Administrative Expenses	1,809,284	1,809,284	1,809,284	1,809,284
Selling and Distribution Expenses	1,239,817	1,239,817	1,239,817	1,239,817
Rental	24,000	24,000	24,000	24,000
Total Expenses	3,073,101	3,073,101	3,073,101	3,073,101
Net Profit/(Loss) before tax	263,010	267,706	267,706	267,706
Income Taxes 25%	65,753	66,927	66,927	66,927
Profit/(Loss) After Taxes	197,258	200,780	200,780	200,780
CSR 2%	3,945	4,016	4,016	4,016

Estimated Personnel Requirements
List of Personnel Requirements

Sr No	Description	No of Requirement	Amounts in US\$											
			Year 1		Year 2		Year 3		Year 4		Year 5		Year 6	
			Salary per month	Amount (US\$)	Salary per month	Amount (US\$)	Salary per month	Amount (US\$)	Salary per month	Amount (US\$)	Salary per month	Amount (US\$)	Salary per month	Amount (US\$)
Foreign Persons														
1	Chief Executive Officer	1	3000	\$ 36,000.00	3,307.50	\$ 39,690.00	3,472.88	\$ 41,674.50	3,646.52	\$ 43,758.23	3,646.52	\$ 43,758.23	3,646.52	\$ 43,758.23
2	Chief Financial Officer	1	3000	\$ 36,000.00	3,307.50	\$ 39,690.00	3,472.88	\$ 41,674.50	3,646.52	\$ 43,758.23	3,646.52	\$ 43,758.23	3,646.52	\$ 43,758.23
3	Purchase Manager	1	2000	\$ 24,000.00	2,205.00	\$ 26,460.00	2,315.25	\$ 27,783.00	2,431.01	\$ 29,172.15	2,431.01	\$ 29,172.15	2,431.01	\$ 29,172.15
4	Quality Manager	1	2000	\$ 24,000.00	2,205.00	\$ 26,460.00	2,315.25	\$ 27,783.00	2,431.01	\$ 29,172.15	2,431.01	\$ 29,172.15	2,431.01	\$ 29,172.15
5	Production Manager	1	2000	\$ 24,000.00	2,205.00	\$ 26,460.00	2,315.25	\$ 27,783.00	2,431.01	\$ 29,172.15	2,431.01	\$ 29,172.15	2,431.01	\$ 29,172.15
6	Technician	10	1500	\$ 180,000.00	1,653.75	\$ 198,450.00	1,736.44	\$ 208,372.50	1,823.26	\$ 218,791.13	1,823.26	\$ 218,791.13	1,823.26	\$ 218,791.13
Total				\$ 324,000.00		\$ 357,210.00		\$ 375,070.50		\$ 393,824.03		\$ 393,824.03		\$ 393,824.03
Local Persons														
1	anmar Worker	300	120	432,000.00	126.00	453,600.00	138.92	500,094.00	145.86	525,098.70	145.86	525,098.70	145.86	525,098.70
2	yanmar Supervisor	30	150	54,000.00	157.50	56,700.00	173.64	62,511.75	182.33	65,637.34	182.33	65,637.34	182.33	65,637.34
Total				486,000.00		510,300.00		562,605.75		590,736.04		590,736.04		590,736.04
Grand Total (US\$)			345	810,000.00		869,500.00		937,676.25		984,560.06		984,560.06		984,560.06

Golden Seaford Production Company Limited

Amount of Working Capital & Cash Flow (USD)

Sr.	Particulars	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
1	2	3	4	5	6	7	8	9	10
1	Cash In Flow								
	1 Equity Capital in	1,800,000							
	2 Profit / (Loss) after Tax		142,348	150,548	175,065	151,143	172,541	172,541	172,541
	3 Depreciation		37,652	37,652	37,652	37,652	37,652	37,652	37,652
	Total	1,800,000	180,000	188,200	212,717	188,795	210,193	210,193	210,193
2	Cash Out Flow								
	1 Total Investment	1,800,000	0	0	0	0	0	0	0
	Total	1,800,000	0	0	0	0	0	0	0
	Net Cash Flow	0	180,000	188,200	212,717	188,795	210,193	210,193	210,193
	Opening Balance	0	0	180,000	368,200	580,917	769,712	979,905	1,190,097
	Closing Balance	0	180,000	368,200	580,917	769,712	979,905	1,190,097	1,400,290

(Golden Seafood Production Company Limited)
Amount of Working Capital & Cash Flow (USD)

Exhibit - 8

Sr.	Particulars	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
1	2	11	12	13	14	15	16	17	18
1	Cash In Flow								
1	Equity Capital in								
2	Profit / (Loss) after Tax	172,541	172,541	172,541	172,541	172,541	172,541	172,541	172,541
3	Depreciation	37,652	37,652	37,652	37,652	37,652	37,652	37,652	37,652
	Total	210,193	210,193	210,193	210,193	210,193	210,193	210,193	210,193
2	Cash Out Flow								
1	Total Investment	0	0	0	0	0	0	0	0
	Total	0	0	0	0	0	0	0	0
	Net Cash Flow	210,193	210,193	210,193	210,193	210,193	210,193	210,193	210,193
	Opening Balance	1,400,290	1,610,483	1,820,675	2,030,868	2,241,061	2,451,254	2,661,446	2,871,639
	Closing Balance	1,610,483	1,820,675	2,030,868	2,241,061	2,451,254	2,661,446	2,871,639	3,081,832

Golden Seafood Production Company Limited
Amount of Working Capital & Cash Flow (USD)

Sr.		Particulars	Year 16	Year 17	Year 18	Year 19	Year 20	Year 21	Year 22	Year 23
1		2	19	20	21	22	23	24	25	26
1		Cash In Flow								
	1	Equity Capital in								
	2	Profit / (Loss) after Tax	172,541	172,541	172,541	172,541	172,541	197,258	197,258	197,258
	3	Depreciation	37,652	37,652	37,652	37,652	37,652	4,696	4,696	4,696
		Total	210,193	210,193	210,193	210,193	210,193	201,954	201,954	201,954
2		Cash Out Flow								
	1	Total Investment	0	0	0	0	0		0	0
		Total	0	0	0	0	0		0	0
		Net Cash Flow	210,193	210,193	210,193	210,193	210,193	201,954	201,954	201,954
		Opening Balance	3,081,832	3,292,024	3,502,217	3,712,410	3,922,603	4,132,795	4,334,749	4,536,703
		Closing Balance	3,292,024	3,502,217	3,712,410	3,922,603	4,132,795	4,334,749	4,536,703	4,738,657

Golden Seafood Production Company Limited

Amount of Working Capital & Cash Flow (USD)

		Exhibit - 8							
Sr.	Particulars	Year 27	Year 28	Year 29	Year 30	Year 31	Year 32	Year 33	Year 34 to 50
1	2	27	28	29	30	31	32	33	34
1	Cash In Flow								
1	Equity Capital in								
2	Profit / (Loss) after Tax	197,258	197,258	197,258	197,258	197,258	197,258	197,258	200,780
3	Depreciation	4,696	4,696	4,696	4,696	4,696	4,696	4,696	
	Total	201,954	201,954	201,954	201,954	201,954	201,954	201,954	200,780
2	Cash Out Flow								
1	Total Investment	0	0	0	0	0	0	0	0
	Total	0	0	0	0	0	0	0	0
	Net Cash Flow	201,954	201,954	201,954	201,954	201,954	201,954	201,954	200,780
	Opening Balance	4,738,657	4,940,611	5,142,565	5,344,519	5,546,473	5,748,427	5,950,381	5,950,381
	Closing Balance	4,940,611	5,142,565	5,344,519	5,546,473	5,748,427	5,950,381	6,152,335	6,151,161

PROPOSAL FORM (1) RE - ITEM 13 (c)
Golden Seafood Production Company Limited
Payback Period (USD)

Sl.	Particulars	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
1	Cash in Flow											
	1 Profit (loss) After Tax		112,318	150,548	175,065	151,143	172,541	172,541	172,541	172,541	172,541	172,541
	2 Depreciation		37,652	37,652	37,652	37,652	37,652	37,652	37,652	37,652	37,652	37,652
2	Total Cash in Flow	0	180,000	188,200	212,717	188,795	210,193	210,193	210,193	210,193	210,193	210,193
	Cash Out Flow											
	1 Capital invested	1,800,000		0	0	47	0	0	0	0	0	0
3	Net Cash Flow	1,800,000	0	0	0	47	0	0	0	0	0	0
	Opening Balance	0	1,800,000	1,620,000	1,431,800	1,219,083	1,030,241	820,049	609,856	399,663	189,470	20,722
	Closing Balance	1,800,000	1,620,000	1,431,800	1,219,083	1,030,241	820,049	609,856	399,663	189,470	20,722	20,722

Pay back period = 8 years and 11 months

PROPOSAL FORM (1) RE- ITEM 13(f)
Golden Seafood Production Company Limited
Internal Rate of Returns (USD)

Exhibit - 10

Year	Investment	Net Profit	Depreciation	Total Cash In Flow	Net Cash In Flow	DF at 10 % (a)	PV	DF at 15 % (b)	PV
0	1,800,000				(1,800,000)	1.000	(1800000.00)	1.000	(1800000.00)
1	0	142,348	37,652	180,000	180,000	0.909	163636.36	0.870	156521.74
2	0	150,548	37,652	188,200	188,200	0.826	155537.19	0.756	142306.24
3	0	175,065	37,652	212,717	212,717	0.751	159817.43	0.658	139864.88
4	0	151,143	37,652	188,795	188,795	0.683	128949.38	0.572	107944.03
5	0	172,541	37,652	210,193	210,193	0.621	130513.14	0.497	104502.93
6	0	172,541	37,652	210,193	210,193	0.564	118648.31	0.432	90872.11
7	0	172,541	37,652	210,193	210,193	0.513	107862.10	0.376	79019.23
8	0	172,541	37,652	210,193	210,193	0.467	98056.46	0.327	68712.37
9	0	172,541	37,652	210,193	210,193	0.424	89142.23	0.284	59749.89
10	0	172,541	37,652	210,193	210,193	0.386	81038.39	0.247	51956.43
11	0	172,541	37,652	210,193	210,193	0.350	73671.27	0.215	45179.50
12	0	172,541	37,652	210,193	210,193	0.319	66973.88	0.187	39286.52
13	0	172,541	37,652	210,193	210,193	0.290	60885.34	0.163	34162.19
14	0	172,541	37,652	210,193	210,193	0.263	55350.31	0.141	29706.26
15	0	172,541	37,652	210,193	210,193	0.239	50318.47	0.123	25831.53
16	0	172,541	37,652	210,193	210,193	0.218	45744.06	0.107	22462.30
17	0	172,541	37,652	210,193	210,193	0.198	41585.51	0.093	19532.34
18	0	172,541	37,652	210,193	210,193	0.180	37805.01	0.081	16984.65
19	0	172,541	37,652	210,193	210,193	0.164	34368.19	0.070	14769.26
20	0	172,541	37,652	210,193	210,193	0.149	31243.81	0.061	12842.83
21	0	197,258	4,696	201,954	201,954	0.135	27290.16	0.053	10729.95
22	0	197,258	4,696	201,954	201,954	0.123	24809.24	0.046	9330.39
23	0	197,258	4,696	201,954	201,954	0.112	22553.85	0.040	8113.39
24	0	197,258	4,696	201,954	201,954	0.102	20503.50	0.035	7055.12
25	0	197,258	4,696	201,954	201,954	0.092	18639.55	0.030	6134.89
26	0	197,258	4,696	201,954	201,954	0.084	16945.04	0.026	5334.68
27	0	197,258	4,696	201,954	201,954	0.076	15404.58	0.023	4638.86
28	0	197,258	4,696	201,954	201,954	0.069	14004.17	0.020	4033.79
29	0	197,258	4,696	201,954	201,954	0.063	12731.06	0.017	3507.64
30	0	197,258	4,696	201,954	201,954	0.057	11573.69	0.015	3050.12
31		200,780		200,780	201,954	0.052	10521.54	0.013	2652.28
32		200,780		200,780	201,954	0.047	9565.04	0.011	2306.33
33		200,780		200,780	201,954	0.043	8695.49	0.010	2005.51
34		200,780		200,780	201,954	0.039	7904.99	0.009	1743.92
35		200,780		200,780	201,954	0.036	7186.35	0.008	1516.45
36		200,780		200,780	201,954	0.032	6533.05	0.007	1318.65
37		200,780		200,780	201,954	0.029	5939.13	0.006	1146.65
38		200,780		200,780	201,954	0.027	5399.21	0.005	997.09
39		200,780		200,780	201,954	0.024	4908.38	0.004	867.04
40		200,780		200,780	201,954	0.022	4462.16	0.004	753.94
41		200,780		200,780	201,954	0.020	4056.51	0.003	655.60
42		200,780		200,780	201,954	0.018	3687.74	0.003	570.09
43		200,780		200,780	201,954	0.017	3352.49	0.002	495.73
44		200,780		200,780	201,954	0.015	3047.72	0.002	431.07
45		200,780		200,780	201,954	0.014	2770.65	0.002	374.84
46		200,780		200,780	201,954	0.012	2518.77	0.002	325.95
47		200,780		200,780	201,954	0.011	2289.79	0.001	283.44
48		200,780		200,780	201,954	0.010	2081.63	0.001	246.47
49		200,780		200,780	201,954	0.009	1892.39	0.001	214.32
50		200,780		200,780	201,954	0.009	1720.36	0.001	186.36
	1,800,000	9,367.93	800,000	4,132,795	2,332,795		214135.06		(45677.71)

IRR = a% + (b% - a%) (NPV at a% / (NPV at a% - NPV at b%))

Internal Rate of Return 11.60%

Corporate Social Responsibility

Golden Sea Food Production will contribute 2% of net profit after tax to the following programs;

1. **Education Program**

Golden Sea Food Production will conduct the education programme in cooperation with the factory labour for two weeks in a year which promote their living standard and assist the family of employee in their children education

2. **Health Care Program**

Golden Sea Food Production will reserve fund for labour and their family for emergency use.

3. **Community Development Program,**

Golden Sea Food Production Company limited will maintain the reserve for community development such as donation for monasteries, paving and building bridges. Golden Sea food Production Company Limited intends to improve the life of everyone in the community.

Environmental Management Plan

1. Our Commitment

Golden Sea Food Production Company Limited is committed to minimizing any adverse effects to the environment in all its operation by seeking to promote the best environment practices with the maintenance of corporate competitiveness.

2. Our Compliance

Golden Sea Food Production Company Limited will at all times complies with the Myanmar environmental laws, rules and regulations, and will ensure that compliance through existing internal systems.

3. Our Practices

Golden Sea Food Production Company Limited recognizes the need to work with its suppliers to ensure so far as possible that the products which it sells are manufactured, packaged and distributed in a way as to minimize environment damage.

Golden Sea Food Production Company Limited will ensure that the environmental costs and performance of products are assessed as part of the purchasing decision and will promote the use of recycled products where these can be sources at the right quality and price.

4. Our Actions

Golden Sea Food Production Company Limited recognizes the need to minimize waste throughout its operations, and will regularly review its waste handling policies and procedures below to ensure that the need is met.

5. Our Plan to Monitor Waste Management & Pollutions

5.1 Waste Water Treatment: It concerns with waste water which is discharges from our plant

- **Primary Treatment** The techniques below will be applied as primary treatment for the cleaning of the waste water.
- **Screening** To remove large objects, such as sticks that could make lines or block tank inlets.
- **Grit Chamber** : To slow down the flow to allow grit to fall out.
- **Sedimentation tank** . To settle out settle-able solids and being are pumped away, while oils float to the top and are skimmed off.
- **Secondary Treatment**: The biological treatment processes will be applied in which microorganisms convert non-settle-able solids. Sedimentation typically flows, allowing the settle-able solids to settle out as below.

- **Activated Sludge** The most common options use microorganisms in the treatment process to break down organic materials with aeration and agitation then allow solids to settle out. Bacteria – containing “activated sludge” is continually recirculates back to the aeration basin to increase the rate of organic de-composition.
- **Tricking Filters** These are beds of coarse media (often stones or plastic) 3~10 feet deep. Waste water is sprayed into the air (aeration) then allowed to trickle through the media. Micro-organisms attached to and growing on the media, break down organic material in the waste water is collected and then undergoes sedimentation.
- **Lagoons** : These are slow, cheap and relatively inefficient but can be used for various types of waste water. They rely on the interaction of sunlight, algae, micro-organisms and oxygen (sometimes aerated).

5.2 Solid Waste Treatment: Involving the solid waste that being produced during the course of the production.

- **Packaging Waste** : All packaging waste paper cartons, wrapping paper, plastic bags, plastic sheet, ribbon etc shall be disposed into the separate packaging waste tanks which will be collected by the local authority licensed vendor to dispose it according to the government environmental waste disposal regulation. Administration personnel will contact the vendor to collect the waste once the tank is fully loaded with the waste. The paper cartons and wrapping papers shall be meant for recycle paper mills for recycle purpose.
- **Non Raw Related Waste** Scrap metal, empty aerosol cans, paint cans, compressed gas cylinder etc shall be disposed to the “ Scrap Area” and which will be collected by the local authority licensed vendor to dispose it according to the government environmental waste disposal regulation.
- **Raw Related Waste** All seafood raw waste shall be sent to seafood meal factory for producing the meal.
- **All chemical oil waste** shall be disposed into the chemical oil waste collection area.

Engineering personnel will contact the licensed vendor to collect the chemical/ oil waste once the waste collection tank is fully loaded.

Golden Sea Food Production Company Limited

Factory Social & Welfare Plan

Planning of Pleasant Working Conditions and Environment System and Social Welfares for Workers

Golden Sea Food Production Factory is to be built at Plot No.7, Industrial Zone (2), Min Gyi Ma Har Min Gaung Street, Hlaing Thar Yar Township, Yangon Region, and Myanmar Yangon, Myanmar.

Objective Planning to create Safety and Pleasant Working Conditions & Environment System and Social Welfare for the workers.

Planning Planning shall be two parts;

(1) Safety and Pleasant Working Conditions & Environment System

(2) Social Welfare for the workers

I. Planning to create the **Safety and Pleasant Working Conditions & Environment** as follows;

- (a) To construct the proper drainage system to get clean water and fresh air ventilation system
- (b) To grow trees and beautiful flowers plants in the compound of the factory.
- (c) To arrange enough & suitable benches and tables for lunch and resting for workers.
- (d) To train the workers to participate individually in the factory sanitation works and to arrange garbage bins around and in the factory and the workers to do their jobs in the clean and pleasant environment.
- (e) To arrange to get fresh air-ventilation at the working places with open windows exhaust fan, and air-conditioners.
- (f) To play music during the working hours for the relaxation of workers
- (g) To construct clean and hygienic for men and women separating between men and women workers. Daily sanitation shall be done using proper pest control system.
- (h) To construct rest room (1) for men and (1) for women workers.
- (i) To modify clear working procedures/rules
- (j) To respect contributions of employees and recognize their contribution to the company

- (k) To help employees understand and collaborate with each other to complete their jobs effectively
- (l) To give employees the chance to raise creative ideas for development of the company and give them a bonus if they have valuable ideas
- (m) To respect the differences of personal characteristics or identities between employees in the company
- (n) To learn more about the expectations of employees and the reasons they choose to work here

II. Planning to create **the Social Welfares for Workers** as follows;

- (a) To arrange ferries for workers daily with proper vehicles without any charges.
- (b) To arrange first aid kits and facilities and special health care staff with qualified healthcare certificate.
- (c) To arrange purified drinking water system.
- (d) To take care the workers immediately when accidents happen and sending the injured workers to the hospitals if necessary. These workers shall to be treated to get the normal condition at the cost of the company.
- (e) To allow foods & snack shops around the factory to get the fresh and proper food during the lunch time.
- (f) To appoint workers signing the contract according the prevailing Myanmar Laws.
- (g) To follow up the minimum wages system lay down by the relevant authorities.
- (h) To pay over-time charges according to the rules and regulation.
- (i) To allow weekend holiday once a week and Sunday shall be weekend holiday.
- (j) To arrange uniforms and safety wares
- (k) To issue social insurance.
- (l) To grant gazette holidays according to the Myanmar Official Calendar.

Golden Sea Food Production Company Limited

Fire Protection Plan

Fire Protection Plan for Golden Sea Food Production Company Limited Factory is to be situated at Plot No. (7) Industrial Zone (2), Min Gyi Ma Har Min Gaung Street, Hlaing Thar Yar Township, Yangon Region, and Myanmar Yangon, Myanmar.

Introduction

This plan is systematically drawn to prevent from fire break out in the Golden Sea Food Production Company Limited Factory and make necessary preparation which will be able to put out fire immediately in case of emergency.

(1) Objective

Fire Protection Plan is established prevent from the loss of factory, personal, equipment and circulation system of factory environment.

(2) Facts of Causing Fire

Fire caused because of the following main facts;

- (a) Unjust people arson in any ways.
- (b) Not systematic – Installation and usage of electricity
- (c) Negligence in using fire
- (d) Starting from the surrounding such as building, house, field and etc.,
- (e) Events of the chemical incident

(3) Procedures to be carried out

The following prevention measures shall be performed to protect from the cause of fire break-out;

- (a) To train people with the support Township fire departments
- (b) To form the fire protection and fire fighters teams.
- (c) To train practical proper usage of fire extinguisher, fire bucket, fire sand, fire stick and fire hook occasionally.
- (d) To prohibit using match lighter near the flammable or combustible material, take serious action if necessary, to fix smoking area.

- (e) To put out and systematically thrown away pieces of fire from the oven and cigarette.
- (f) To hang-up visibly fire precaution signboard, wall poster such as Fire Caution No Smoking, etc. in necessary places.
- (g) To set a specific smoking place. do not keep the flammable or combustible material near that place.
- (h) To examine and report whether the fire-extinguishers are good or not at least every fifteen days. Near the fire-extinguishers, to hang-up the board in Myanma Language.
- (i) To use electrical devices, wires systematically and responsible persons to examine daily where there is wires burst.
- (j) To remove the fire blockade of article in front of the electric switch & to be easy switch off.
- (k) To clear burnable articles such as light switch, web, floss near light and to put fire extinguisher nearby to put out fire causing by electric & diesel.
- (l) To switch off the light after the work.
- (m) To service sprinkler or fire alarm system annually.
- (n) To maintain fire protection systems in an operative condition at all time and repaired where defective.
- (o) Not to block any items at the fire hydrants and fire connections.
- (p) To place the telephone numbers in the visible places in order to contact when fire breaks out;
- (q) To set up the First Aid procedure in front of the reception counter.
- (r) To learn fire-fighting instructions
- (s) To place the following materials in the visible place and easy accessible places;
 - (1) Fire extinguisher
 - (2) Sand bucket
 - (3) The bucket of water
 - (4) Fire stick
 - (5) Fire hook
 - (6) Touch light for using at night
 - (7) Axe

(4) If fire breaks out in working hours, report to General Manager, Security Officer and Factory Manager. Admin Manager, Security Officer and Admin Department quickly

inform to the nearest Fire Bridges, People's Police Force and Hospital. The Fire Fighters Teams take responsible to put out the fire.

(5) If fire breaks out outside the office, inform to officer.

(6) **Building Teams**

To build the Supervisory Fire Fighters Team, Security Team and Rescue & Materials Moving Teams

(7) **Duties and Responsibilities of Fire Fighters Team**

- (a) To observe in advance the place of fire extinguisher, fire stick, fire hook, sand bucket, light switch, main switch. etc. and to train the team to use materials in case of fire.
- (b) To practice to be able to use the fire extinguisher, fire stick, fire hook, sand bucket if necessary.
- (c) The members of the Fire Fighters Team at the place of fire or at the nearest place quickly put out the fire systematically before bursting into big flames. The rest members bring the fire extinguisher, fire stick, fire hook and sand bucket and extinguish the fire. Give the necessary assistant if the fire fighters get to the place of fire.
- (d) In case of fire, turn off the electric FUSE and Main Switch immediately.

(8) **The Duties and Responsibilities of Fire Fighters Team**

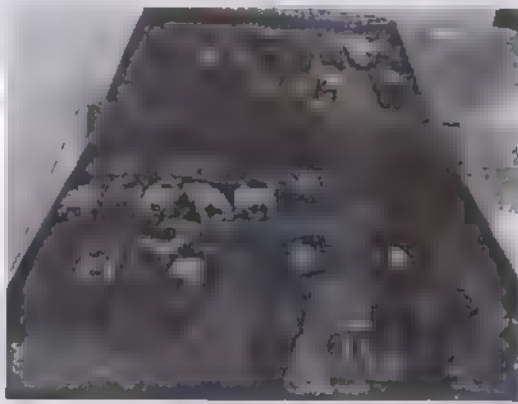


- (a) To carry out necessity for the safety of factory staff and the security of factory property.
- (b) To ask for responsibility for the safety to the members of security team in moving factory own valuable properties, factory own documents and materials to the other place giving priority not for getting burned in time of fire.
- (c) To assist and coordinate with the security members burned in time of fire.
- (d) To allow only in charge persons and members to enter, not allow any other. If not necessary, lock the main door burned in time of fire.

- (e) To return the factory own valuable properties, other documents and materials to the relevant persons systematically after getting over fire.

(9) Rescue and Materials Moving Team

- (a) To move Factory own cash, valuable things and other important documents and materials to the safe place quickly according to the priority rank of materials. If necessary, ask permission to use factory cars from the responsible person for moving things.
- (b) To coordinate with Security members and set the safe place for the moved cash and materials.
- (c) To pay special attention not to lose or damage of any cash and materials when moving cash and materials to the place free from fire.
- (d) To move the injured persons in the fire to the necessary place.
- (e) To coordinate with the factory car drivers.
- (f) Not to get injured the staffs and if it does, coordinate with the factory clinic doctors and nurses.
- (g) To help and rescue the ill persons, disable staffs in time of fire.
- (h) To remove patient to fresh air, lay down and rest
- (i) If patient is not breathing, make sure airway is clear and applies artificial respiration. Oxygen may be given, but only under supervision of a trained person
- (j) To keep patient warm.
- (k) To call doctor at once or transport to doctor or hospital.

Process of Pre-fry Soft Shell Crab

Picture	Step
	1. Stock out Frozen Raw Material to defrost by remove plastic out from Soft Shell crab .
	2. Defrost by control temperature of water at 17-18C . Laying raw material of soft shell crab into tank of water one by one and do not overlays.
	3. Move Raw Material after 70% defrosted from tank to basket. Laying one by one and do not overlays. To draining 5 minutes.

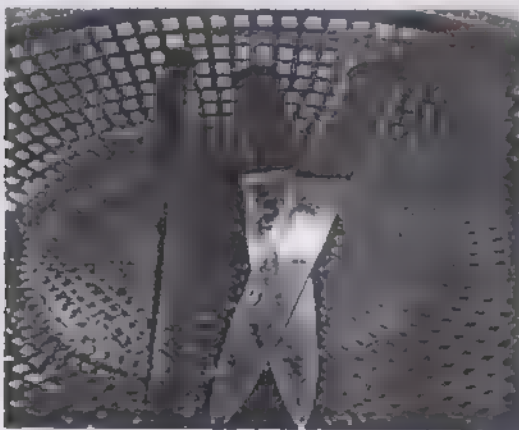


4. Weight piece by piece. For prepare to cutting.

80-100g/piece (or 100up) cut 4 portions.

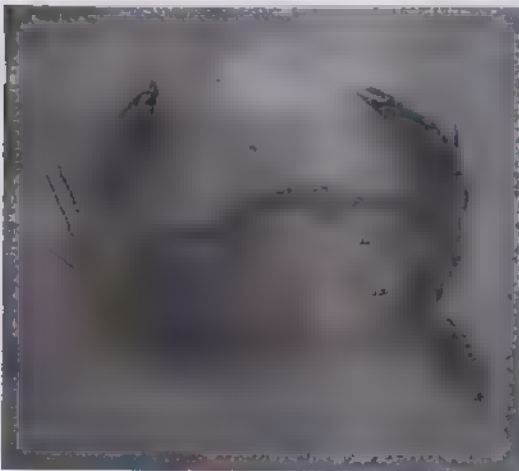
60-70g/piece cutting 3 portions.

50-55g/piece cutting 2 portions.



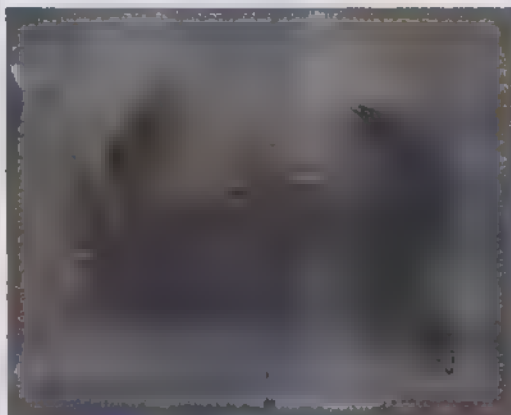
5. To using knife for cutting only.

Knife must be sharp.

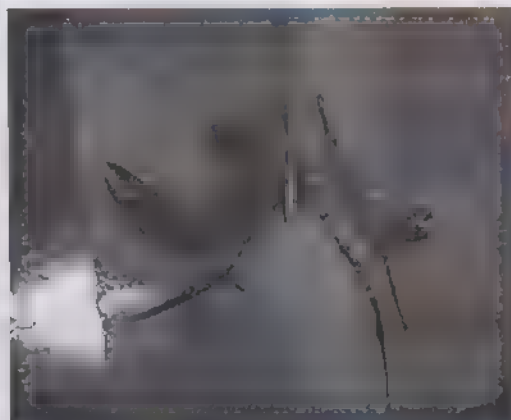


6. To separate legs of soft shell crab

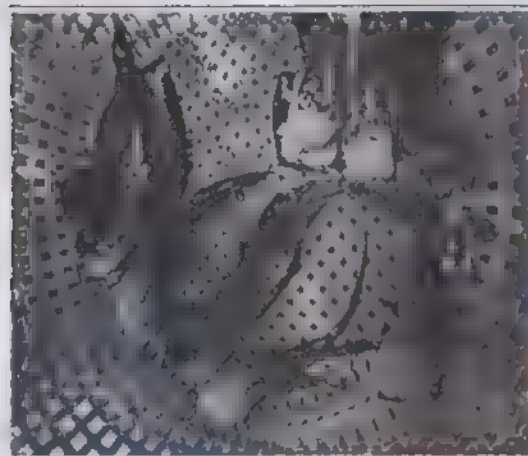
5 small legs and 2 big legs.



7. **Cutting 1:** To cut half from belly of Soft Shell crab and must cut only once shear.



8. **Cutting 2.** To cut to be 2, 3 ,or 4 portion per one soft shell crab by Depending on weight per piece of raw material Soft Shell Crab : Weight per portion control at 18-25g



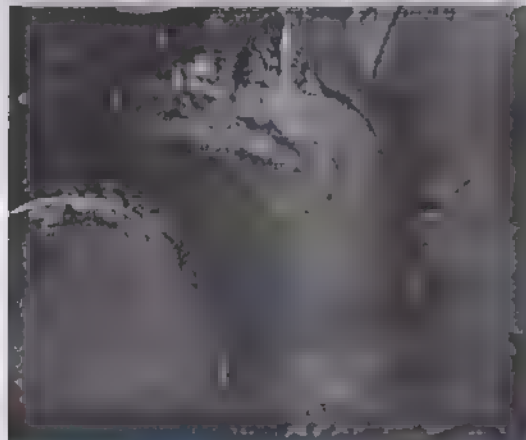
9. After cut well then leave soft shell portion into basket and send to process of breading. *Please do not overlays.*



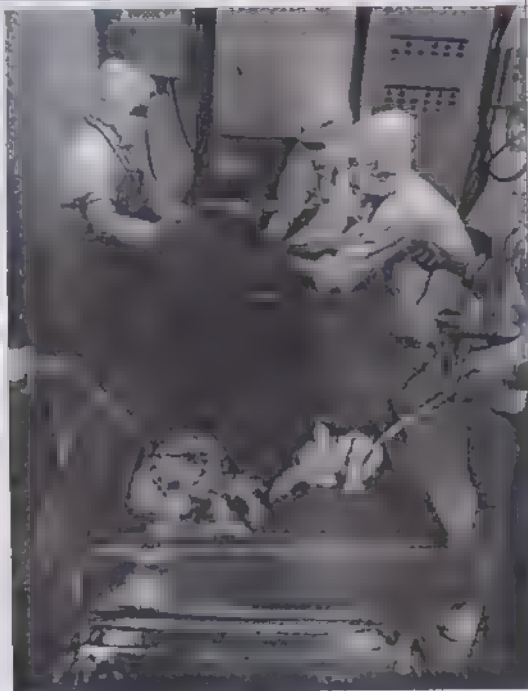
10. Dusting: Soft Shell Crab portion
dusting by Predust Powder with
gentle.



11. Battering: Soft Shell Crab portion
after dusting dipping in to batter mix
by hand. Take out soft shell crab
portion from batter by forceps.



12. Breader: After battering soft shell
crab portion well take out from batter
by forceps and put into breader
powder. To do gentle breading.
Please to not squeeze products.



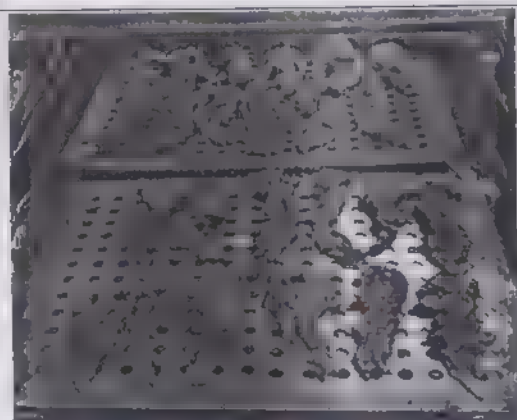
13. Pre Fried : Put products after breadering into palm oil with temperature 175-180C , time 60 sec.

Put one by one piece into oil

After 60 sec , take out products from oil by stainless steel scoop of fried.



14. Pre Cool :Core temp of Products after pre fried too high and need to cool down products core temp until 20C or lower , then freezing .



15. Freezing: Products after cool down freezing by IQF freezer
Temperature of freezer minus 40C,
time 40 minutes. Products core temp. minus 18C.

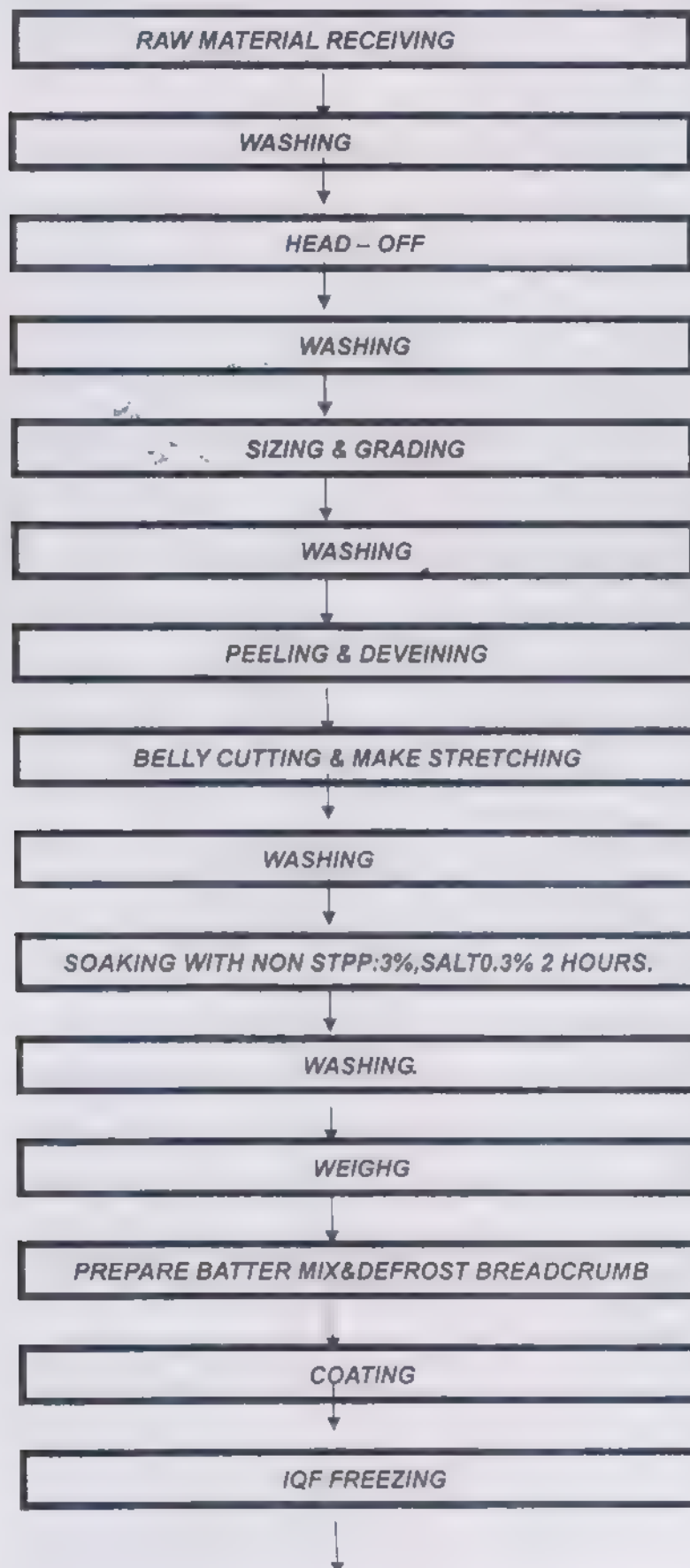


Remark.: Unacceptable Raw
material :

1. Broken legs all. Broken meat ,
or only there is big leg.
2. Weight per pieces less than
18g/pc. And bigger than
25g/piece.

.....

FLOW CHART PRAWN SIZE 21-25, 45% SHRIMP



INNER BOX OR BAG PACKING



METAL DECTION

(Fe.1.5mm, Non-Fe. 2.0mm, SS 2.0mm)



MASTER CARTON PACKING/LABELLING



STOCK-IN



SHIPMENT

PD Karaage Shrimp



Butterfly Breaded 30g/pc
40% shrimp:60% bread



Shrimp ball cheese tempura 25g/pc
:50%:50 stuff and bread



PRE-FRIED SOFT SELL CRABS

- * FG Size: 26-36gr/pc or 40-50gr/pc
- * SSC : 40-50% , Powder coating: 50-60%
- Packing: 1kg/box , 6boxes/ctns or 1pc/tray
- 10bags/ctns

Main ingredients : SSC、 Breading

Cooking Instruction: deep fried with 175-180C, time 5-6 minutes or until golden brown, and serve.

Shelf Life: 18 months.



Pre Fried Tempura Whole Clean Soft Shell Crab, 35% coating, 65% Whole
Clean Soft Shell Crab, 100-105g/pc, 2pcs/tray, 2trays /box*10boxes/carton.

